

## Table of Contents

Agenda . . . . .	3
V-1. Design-Build Amendment #1 for Entertainment Venue and Multi-Sport Stadium. (District IV)	
Agenda Report No. V-1 . . . . .	9
Contract. . . . .	10
V-2. Northwest Water Treatment Facility Project.	
Agenda Report No. V-2 . . . . .	40
Budget Sheet NWWTF . . . . .	42
Resolution 19-056. . . . .	43
NOI 19-056 . . . . .	45
V-3. Water and Sewer Utility Revenue Bond Sale.	
Agenda Report No. V-3. . . . .	46
Parity Information . . . . .	47
Bond Documents . . . . .	49
II-1. Applications for Licenses to Retail Cereal Malt Beverages:	
CMBS FOR FEB 12. . . . .	131
II-2a. Preliminary Estimates.	
PEsforCC_02-12-19. . . . .	132
II-2b. Not To Be Advertised Preliminary Estimates	
PE COVER SHEET NTBA Northwest Village. . . . .	140
NTBA PE Northwest Village. . . . .	141
II-3a. Supplemental Design Agreement No. 1 for I-135/K-96/K-254/I-235, North Junction Interchange Improvements.	
Agenda Report No. II-3a . . . . .	144
Agreement . . . . .	146
II-3b. Supplemental Design Agreement No. 1 for Improvements to The Reserve at Sierra Hills 2nd Addition. (District II)	
Agenda Report No. II-3b . . . . .	158
Agreement . . . . .	159
II-3c. Design Services Agreement for Firefly Way Addition. (District II)	
Agenda Report No. II-3c . . . . .	161
Agreement . . . . .	162
II-3d. Design Services Agreement for Sandcrest 4th Addition. (District VI)	
Agenda Report No. II-3d . . . . .	179
Agreement . . . . .	180
II-4a. Acquisition of Right-of-Way at 13500 West 13th Street North for the 13th Street Improvement Project from 119th Street to 135th Street West. (District V)	
Agenda Report No. II-4a . . . . .	197
Supporting Documents . . . . .	198
II-4b. Acquisition of a Temporary Construction Easement at 13036 West 13th Street North for the 13th Street Improvement Project from 119th Street to 135th Street West. (District V)	

Agenda Report No. II-4b . . . . .	202
Supporting Documents . . . . .	203
II-4c. Partial Acquisition at 934 South West Street for the West Street – Kellogg to Harry Street Improvement Project. (District IV)	
Agenda Report No. II-4c . . . . .	207
Supporting Documents . . . . .	208
II-5. Onsite Security at Century II.	
Agenda Report II-5 . . . . .	213
Contract. . . . .	214
II-6. Funding for Improvements to 27th Street North. (District II)	
Agenda Report No. II-6 . . . . .	223
Supporting Documents . . . . .	224
Resolution 19-053. . . . .	227
Resolution 19-054. . . . .	229
II-7. 2019 Grants Review Committee Appointments.	
Agenda Report No. II-7 . . . . .	231
2019 GRC Nomination List . . . . .	232
II-8. Contracts and Agreements for January 2019.	
January 2019 Monthly Report for City Council . . . . .	233
II-9. Catholic Charities, Inc. Park Land Donation, 37th St. N. and Womer, Michener School - Sherwood Glen. (District VI)	
Agenda Report No. II-9 . . . . .	235
Exhibit A . . . . .	237
Exhibit B. . . . .	238
Exhibit C . . . . .	239
Lease Agreement. . . . .	240
II-10. Funding for Naftzger Park Storm Water Retention. (District I)	
Agenda Report No. II-10 . . . . .	251
II-11. Second Reading Ordinances.	
List of Second Reading Ordinances 02-12-2019 . . . . .	252
II-12. SUB2018-00025 -- Plat of Country Hollow 2nd Addition Located East of South 127th Street East, South of East US- 54/400 Highway, East Kellogg. (District II)	
Agenda Report No. II-12 . . . . .	253
Certificate of Petition . . . . .	255
II-13. VAC2018-00030 - Vacation of East-West Alley. (District VI)	
Agenda Report No. II-13 . . . . .	256
Vacation Order . . . . .	258
Supporting Documents . . . . .	260



CITY COUNCIL  
CITY OF WICHITA  
KANSAS

City Council Meeting  
09:00 a.m. February 12, 2019

City Council Chambers  
455 North Main

**OPENING OF REGULAR MEETING**

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of regular meeting on February 5, 2019

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**I. PUBLIC AGENDA**

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a “first-come, first-served” basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city clerk prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

1. Michael Conine - Replacement ball diamond and the related issues of parking surrounding businesses.

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**II. CONSENT AGENDA ITEMS 1 THROUGH 13**

NOTICE: Items listed under the “Consent Agendas” will be enacted by one motion with no separate discussion. If discussion on an item is desired, the item will be removed from the “Consent Agendas” and considered separately

*(The Council will be considering the City Council Consent Agenda as well as the Planning, Housing, and Airport Consent Agendas. Please see “**ATTACHMENT 1 – CONSENT AGENDA ITEMS**” for a listing of all Consent Agenda Items.)*

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**COUNCIL BUSINESS**

**III. BOARD OF BIDS AND CONTRACTS**

1. Report of the Board of Bids and Contracts dated February 11, 2019.

RECOMMENDED ACTION: Receive and file report, approve the contracts and authorize the necessary signatures.

**IV. UNFINISHED COUNCIL BUSINESS**

None

**V. NEW COUNCIL BUSINESS**

1. Design-Build Amendment #1 for Entertainment Venue and Multi-Sport Stadium. (District IV)

RECOMMENDED ACTION: Approve the design-build amendment and authorize the necessary signatures.

2. Northwest Water Treatment Facility Project.

RECOMMENDED ACTION: Approve the DB Phase One contract with Wichita Water Partners, adopt the resolution, authorize staff to develop the WIFIA and SRLF applications, and authorize the necessary signatures.

3. Water and Sewer Utility Revenue Bond Sale.

RECOMMENDED ACTION: (1) Ratify the award of the bid by the City Manager or his designee for the bonds; (2) adopt the Bond Ordinance on a Declaration of Emergency basis; (3) adopt the Bond Resolution; and (4) authorize the necessary signatures.

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**COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES**

**PLANNING AGENDA**

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

**VI. NON-CONSENT PLANNING AGENDA**

None

## **HOUSING AGENDA**

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion. **Andra Martin Housing Member is also seated with the City Council.**

### **VII. NON-CONSENT HOUSING AGENDA**

None

## **AIRPORT AGENDA**

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

### **VIII. NON-CONSENT AIRPORT AGENDA**

None

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## **COUNCIL AGENDA**

### **IX. COUNCIL MEMBER AGENDA**

None

### **X. COUNCIL MEMBER APPOINTMENTS AND COMMENTS**

#### **1. Board Appointments.**

RECOMMENDED ACTION: Approve the appointments.

Adjournment

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**(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 13)**

**II. CITY COUNCIL CONSENT AGENDA ITEMS**

1. Applications for Licenses to Retail Cereal Malt Beverages:

- a. List of CMBs

RECOMMENDED ACTION: Approve licenses subject to staff review and approval.

2. Preliminary Estimates:

- a. List of PEs
- b. NTBA PEs

RECOMMENDED ACTION: Receive and file.

3. Design Services Agreements:

- a. Supplemental Design Agreement No. 1 for I-135/K-96/K-254/I-235, North Junction Interchange Improvements.
- b. Supplemental Design Agreement No. 1 for Improvements to The Reserve at Sierra Hills 2nd Addition. (District II)
- c. Design Services Agreement for Firefly Way Addition. (District II)
- d. Design Services Agreement for Sandcrest 4th Addition. (District VI)

RECOMMENDED ACTION: Approve agreements/contracts, adopt the resolution and authorize the necessary signatures.

4. Property Acquisitions:

- a. Acquisition of Right-of-Way at 13500 West 13th Street North for the 13th Street Improvement Project from 119th Street to 135th Street West. (District V)
- b. Acquisition of a Temporary Construction Easement at 13036 West 13th Street North for the 13th Street Improvement Project from 119th Street to 135th Street West. (District V)
- c. Partial Acquisition at 934 South West Street for the West Street – Kellogg to Harry Street Improvement Project. (District IV)

RECOMMENDED ACTION: Approve budgets and contracts and authorize necessary signatures.

5. Onsite Security at Century II.

RECOMMENDED ACTION: Approve the selection and award the Century II onsite security contract to Martin Event Services for one year with an option to renew for two additional one year terms and authorize the necessary signatures.

6. Funding for Improvements to 27th Street North. (District II)

RECOMMENDED ACTION: Adopt the resolutions, waive City Council Policy No. 2 regarding the use of project savings to allow the transfer of funds, approve the revised budgets, and authorize the necessary signatures.

7. 2019 Grants Review Committee Appointments.

RECOMMENDED ACTION: Approve appointments to the 2019 Grants Review Committee and authorize the City Manager to appoint replacements, in the event that appointees are unable to fulfill the obligation.

8. Contracts and Agreements for January 2019.

RECOMMENDED ACTION: Receive and file.

9. Catholic Charities, Inc. Park Land Donation, 37th St. N. and Womer, Michener School - Sherwood Glen. (District VI)

RECOMMENDED ACTION: Accept the donation, approve the agreements and authorize the necessary signatures.

10. Funding for Naftzger Park Storm Water Retention. (District I)

RECOMMENDED ACTION: Approve the new and revised budgets, and adopt the new and amending resolutions and authorize the necessary signatures.

11. Second Reading Ordinances: (First Read February 5, 2019)

RECOMMENDED ACTION: Adopt the Ordinances.

**II. CONSENT PLANNING AGENDA ITEMS**

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

12. SUB2018-00025 -- Plat of Country Hollow 2nd Addition Located East of South 127th Street East, South of East US-54/400 Highway, East Kellogg. (District II)

RECOMMENDED ACTION: Approve the document and plat and authorize the necessary signatures.

13. VAC2018-00030 - Vacation of East-West Alley. (District VI)

RECOMMENDED ACTION: Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order (simple majority of four votes required) and authorize the necessary signatures.

## **II. CONSENT HOUSING AGENDA ITEMS**

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion. **Andra Martin, Housing Member is also seated with the City Council.**

None

## **II. CONSENT AIRPORT AGENDA ITEMS**

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

None

**City of Wichita  
City Council Meeting  
February 12, 2019**

**TO:** Mayor and City Council

**SUBJECT:** Design-Build Amendment #1 for Entertainment Venue and Multi-Sport Stadium (District IV)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** New Business

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**Recommendations:** Approve the Design-Build Amendment #1.

**Background:** On December 11, 2018, the City Council approved the Design-Build Agreement for the Entertainment Venue and Multi-Sport Stadium with J.E. Dunn-Eby, a Joint Venture.

**Analysis:** During the past two months, the J.E. Dunn-Eby team has designed programmatic elements of the stadium that are in accordance with Minor League Facility Standards and Compliance Inspection Procedures, as established by Minor League Baseball (MiLB), and direction provided by the Oversight Committee. Schematic design has been completed that locates home plate, lowers the field elevation approximately five (5) feet from existing field elevation, identifies location of the outfield wall, provides for approximately 6,000 fixed seats in primary seating bowl, and includes areas for outfield seating, including berm seating, picnic areas, and rail seats, to provide a capacity of 10,000, meeting MiLB standards for a Triple A ballpark. In addition to the schematic design of the ballpark, utility design has been completed for sanitary sewer, water, and storm sewer for the site.

Design-Build Amendment #1 is the first of multiple Guaranteed Maximum Price (GMP) packages that will be presented to City Council. This amendment includes utilities, site grading, infield walls, dugouts and dugout access tunnels. A pre-bid meeting for this bid package was held at Eby's Office on January 21, 2018. Approximately 60 people attended the pre-bid meeting. Contractors were to submit their bids by 3:00 p.m. January 29, 2018. Bids have been reviewed by the J.E. Dunn-Eby team and contractors have been selected for utility work and mass grading based on competitive bids. The cast in place concrete work for the infield walls, dugouts and dugout tunnels will be provide by Eby Construction on a self - performed basis.

**Financial Considerations:** On October 23, 2018, the City Council approved \$77 million dollars for the Entertainment Venue and Multi-Sport Stadium which includes the stadium and surrounding street and infrastructure network. The GMP for Design-Build Amendment #1 has been proposed at \$7,606,376. Of this, \$6,529,175 is funded by the \$75 million dollars for the Entertainment Venue and Multi-Sport Stadium, the remaining \$1,077,201 is funded by a combination of the \$2 million dollars set-aside for street and infrastructure improvements and city utility funds.

The costs of this work is consistent with the original estimates completed by the JE Dunn-Eby team.

**Legal Considerations:** The design-build amendment has been reviewed and approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council approve the design-build amendment and authorize the necessary signatures.

**Attachments:** Design-build ammendment.

# **AIA** Document A141™ – 2014 Exhibit A

## ***Design-Build Amendment***

This Amendment is incorporated into the accompanying AIA Document A141™–2014, Standard Form of Agreement Between Owner and Design-Builder dated the Twelfth day of February in the year Two Thousand and Nineteen (the "Agreement")  
(In words, indicate day, month and year.)

### **for the following PROJECT:**

(Name and location or address)

Entertainment Venue and Multi Sport Stadium  
Site bounded by Texas right of way extended east of Sycamore, Maple, Sycamore Streets  
and the Arkansas River  
Wichita, Kansas

### **THE OWNER:**

(Name, legal status and address)

City of Wichita  
455 North Main Street  
Wichita, Kansas 67202

### **THE DESIGN-BUILDER:**

(Name, legal status and address)

J.E. Dunn-Eby, a Joint Venture  
1001 Locust Street  
Kansas City, Missouri 64106

The Owner and Design-Builder hereby amend the Agreement as follows.

### **TABLE OF ARTICLES**

- A.1 CONTRACT SUM**
- A.2 CONTRACT TIME**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS**
- A.5 COST OF THE WORK**
- Exhibit A-1 Design-Build Guaranteed Maximum Price Proposal**
- Exhibit A-2 Cost Allocation Summary**
- Exhibit A-3 Design-Build Personnel Rates**
- Exhibit A-4 Cost Proposal Form**

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.



## ARTICLE A.1 CONTRACT SUM

**§ A.1.1** The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Contract after the execution of this Amendment. The Contract Sum shall be one of the following and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment:

*(Paragraph deleted)*

☐ Stipulated Sum, in accordance with Section A.1.2 below

☐ Cost of the Work plus the Design-Builder's Fee, in accordance with Section A.1.3 below

☒ Cost of the Work plus the Design-Builder's Fee with a Guaranteed Maximum Price, in accordance with Section A.1.4 below

*(Based on the selection above, complete Section A.1.2, A.1.3 or A.1.4 below.)*

**§ A.1.2 Stipulated Sum** - Not applicable

*(Table deleted)*

*(Paragraphs deleted)*

**§ A.1.3 Cost of the Work Plus Design-Builder's Fee** - Not applicable

*(Paragraphs deleted)*

**§ A.1.4 Cost of the Work Plus Design-Builder's Fee With a Guaranteed Maximum Price**

**§ A.1.4.1** The Cost of the Work is as defined in Article A.5, Cost of the Work.

**§ A.1.4.2** The Design-Builder's Fee:

*(Paragraph deleted)*

The Design-Builder's Fee shall be equal to three percent (3.0%) of the Estimated Cost of the Work used to establish the Guaranteed Maximum Price. Calculation of the Design-Builder Fee is illustrated in A-4. The Design-Builder's Fee shall be increased or decreased by an amount equal to 4.49%, as defined in Section 5.1 of the Cost of any additive or deductive Change in the Work.

**§ A.1.4.3 Guaranteed Maximum Price**

**§ A.1.4.3.1** *The sum of the Cost of the Work and the Design-Builder's Fee is guaranteed by the Design-Builder not to exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions for changes in the Work as provided in the Design-Build Documents. Costs that would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.*

Savings will accrue one hundred percent (100%) to the Owner.

**§ A.1.4.3.2 Itemized Statement of the Guaranteed Maximum Price**

Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Design-Builder's Fee, and other items that comprise the Guaranteed Maximum Price.

See Article A.3 and Exhibit A-2.

**§ A.1.4.3.3** The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in the Cost of the Work and Guaranteed Maximum Price for each and the deadline by which the alternate must be accepted.)*

See Article A.3 and Exhibit A-1.

**§ A.1.4.3.4** Unit Prices, if any: See Article A.3 and Exhibit A-1.

Item	Units and Limitations	Price per Unit (\$0.00)
<p><b>§ A.1.4.3.5</b> Assumptions, if any, on which the Guaranteed Maximum Price is based:</p> <p>See Article A.3 and Exhibit A-1.</p>		
<p><b>§ A.1.5 Payments</b></p> <p><i>(Paragraphs deleted)</i></p> <p><b>§ A.1.5.1.4</b> With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit evidence required by the Owner to demonstrate that cash disbursements already made by the Design-Builder on account of the Cost of the Work equal or exceed (1) progress payments already received by the Design-Builder, less (2) that portion of those payments attributable to the Design-Builder's Fee; plus (3) payrolls for the period covered by the present Application for Payment. This shall include an up-to-date project draw schedule (cash flow tracking).</p> <p><i>(Paragraph deleted)</i></p> <p><b>§ A.1.5.1.6</b> In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections A.1.5.1.4 or A.1.5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.</p> <p><i>(Paragraph deleted)</i></p> <p><b>§ A.1.5.2 Progress Payments—Stipulated Sum – Not applicable</b></p> <p><i>(Paragraphs deleted)</i></p> <p><b>§ A.1.5.3 Progress Payments—Cost of the Work Plus a Fee – Not Applicable</b></p> <p><i>(Paragraphs deleted)</i></p> <p><b>§ A.1.5.4 Progress Payments—Cost of the Work Plus a Fee with a Guaranteed Maximum Price</b></p> <p><i>(Paragraph deleted)</i></p> <p><b>§ A.1.5.4.2</b> Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:</p> <ol style="list-style-type: none"> <li>.1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement.</li> <li>.2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;</li> <li>.3 Add the Design-Builder's Fee, less retainage of five percent (5%). The Design-Builder's Fee shall be computed upon the cost of completed Work at the rate stated in Section A.1.4.2 or, if the Design-Builder's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the cost of completed Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;</li> <li>.4 Subtract retainage of five percent (5%) from that portion of the Work that the Design-Builder self performs;</li> <li>.5 Subtract the aggregate of previous payments made by the Owner;</li> </ol>		

- .6 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Owner has withheld or nullified a payment as provided in Section 9.5 of the Agreement.

**§ A.1.5.4.3** Retainage of five percent (5%) shall be held on progress payments under Design-Builder's agreements with the Contractors; and the Design-Builder shall execute agreements in accordance with those terms. Retainage shall not be held from progress payments under Design-Builder's agreements for Design Fees, Due Diligence, General Conditions, Staffing, Insurance and Bonds.

#### **§ A.1.5.5 Final Payment**

**§ A.1.5.5.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after the Design-Builder has fully performed the Contract and the requirements of Section 9.10 of the Agreement have been satisfied, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

**§ A.1.5.5.2** If the Contract Sum is based on the Cost of the Work, the Owner's auditors will review and report in writing on the Design-Builder's final accounting within 30 days after the Design-Builder delivers the final accounting to the Owner. Based upon the Cost of the Work the Owner's auditors report to be substantiated by the Design-Builder's final accounting, and provided the other conditions of Section 9.10 of the Agreement have been met, the Owner will, within seven days after receipt of the written report of the Owner's auditors, either issue a final Certificate for Payment, or notify the Design-Builder in writing of the reasons for withholding a certificate as provided in Section 9.5.1 of the Agreement.

#### **ARTICLE A.2 CONTRACT TIME**

**§ A.2.1** Contract Time, as defined in the Agreement at Section 1.4.13, is the period of time, including authorized adjustments, for Substantial Completion of the Work.

**§ A.2.2** The Design-Builder shall achieve Substantial Completion of the Work:

See Exhibit A-1.

#### **Portion of Work**

#### **Substantial Completion Date**

, subject to adjustments of the Contract Time as provided in the Design-Build Documents.  
(Paragraph deleted)

#### **ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**

**§ A.3.1** The Contract Sum and Contract Time set forth in this Amendment are based on the following:

**§ A.3.1.1** The Supplementary and other Conditions of the Contract: None.

#### **Document**

#### **Title**

#### **Date**

#### **Pages**

**§ A.3.1.2** The Specifications:

See Exhibit A-1.

#### **Section**

#### **Title**

#### **Date**

#### **Pages**

**§ A.3.1.3** The Drawings:

Init.

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User Notes:

(1748203110)

See Exhibit A-1.

Number	Title	Date	
§ A.3.1.4	The Sustainability Plan, if any: (Paragraph deleted)		
	Title	Date	Pages
	Not applicable.		

Other identifying information:

Not applicable.

§ A.3.1.5 Allowances and Contingencies:

.1 Allowances

See Exhibit A-2.

.2 Contingencies

See Exhibit A-2.

§ A.3.1.6 Design-Builder's assumptions and clarifications:

See Exhibit A-1.

§ A.3.1.7 Deviations from the Owner's Criteria as adjusted by a Modification:

§ A.3.1.8 To the extent the Design-Builder shall be required to submit any additional Submittals to the Owner for review, indicate any such submissions below:

Not applicable.

**ARTICLE A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS**

§ A.4.1 The Design-Builder's key personnel are identified below:

(Identify name, title and contact information.)

.1 Superintendent

See Exhibit A-3.

.2 Project Manager

See Exhibit A-3.

.3 Others

See Exhibit A-3.

§ A.4.2 The Design-Builder shall retain the following Consultants, Contractors and suppliers, identified below:

(List name, discipline, address and other information.) See Exhibit A-2

## ARTICLE A.5 COST OF THE WORK

### § A.5.1 Cost To Be Reimbursed as Part of the Contract

Design-Builder's General Conditions Costs and Staffing Costs shall be reimbursed as incurred not to exceed the amount stated in the GMP Amendment and shall be included in the Cost of the Work. The specific categories of costs included in the General Conditions Costs and Staffing Costs are set forth in Exhibit A-4, and that Exhibit shall take precedence over any conflicting allocation of costs set out otherwise in this GMP Amendment. Adjustments to the Cost of Work, whether additive or deductive, shall be done on the basis of a 4.49% adjustment, which is inclusive of the Design-Builder Fee, Design Builder's General Conditions, Design Builder's Insurance and Design Builder's Bonds, and Design Builder's Staffing Costs. Such percentage does not include amounts for Contractor insurance set forth in Article A.5.1.5.1(2), and Contractor Default Insurance, set forth in Section A.5.1.5.1(3), which shall be charged as a Cost of Work as set forth in Section A.5.1.5.1. In the event there is an additive or deductive change to the Cost of Work such change shall result in an increase or decrease for Contractor insurance requirements, set forth in Article A.5.1.5.1(2), and Contractor Default Insurance requirements, set forth in Section A.5.1.5.1(3), at the rates set forth in Article A.5.1.5.1.

#### § A.5.1.1 Labor Costs

§ A.5.1.1.1 Wages of construction workers directly employed by the Design-Builder to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ A.5.1.1.2 Wages or salaries of the Design-Builder's supervisory and administrative personnel, including staffing and support cost of Project Administration, Construction Operations, and costs of Purchasing, Billings, and Payables staff assigned to the Project, for that portion of their time attributable to the Project at the Personnel Rates in Attachment A-3.

(If it is intended that the wages or salaries of certain personnel stationed at the Design-Builder's principal or other offices shall be included in the Cost of the Work, identify below the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

Person Included	Status (full-time/part-time)	Rate (\$0.00)	Rate (unit of time)
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§ A.5.1.1.3 Wages and salaries of the Design-Builder's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ A.5.1.1.4 Costs paid or incurred by the Design-Builder for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section A.5.1.1.

*(Paragraph deleted)*

§ A.5.1.2 Contract Costs. Payments made by the Design-Builder to the Architect, Consultants, Contractors and suppliers in accordance with the requirements of their subcontracts.

§ A.5.1.3 Costs of Materials and Equipment Incorporated in the Completed Construction

§ A.5.1.3.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ A.5.1.3.2 Costs of materials described in the preceding Section A.5.1.3.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Design-Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.1.4 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ A.5.1.4.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are



provided by the Design-Builder at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Design-Builder shall mean fair market value.

**§ A.5.1.4.2** Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and costs of transportation, installation, minor repairs, dismantling and removal. Rental charges for vehicles operated by employees of Design-Builder for that portion of their time attributable to the Project, whether rented from Design-Builder or others, and costs of minor repairs, maintenance, oil and fuel. Rates of Design-Builder-owned equipment shall be subject to Design-Builder's rate schedule, which shall be made available to Owner upon request. Design-Builder to demonstrate "fair", "competitive", and/or "market rate" pricing for equipment provided by Design-Builder (JE Dunn or Eby).

**§ A.5.1.4.3** Costs of removal of debris from the site of the Work and its proper and legal disposal.

**§ A.5.1.4.4** Costs of document reproductions, electronic communications, postage and parcel delivery charges, dedicated data and communications services, teleconferences, Project websites, extranets and reasonable petty cash expenses of the site office.

**§ A.5.1.4.5** Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with the Owner's prior approval.

#### **§ A.5.1.5 Miscellaneous Costs**

**§ A.5.1.5.1** Amounts for (1) Design-Builder's insurance including, but not limited to, General Liability Insurance, Professional Liability Insurance, and premiums for Builders' Risk insurance and deductibles incurred for Builders' Risk claims at the rate of eighty four one hundredths percent (0.84%) of the Contract Sum for coverage of Design-Builder; (2) General Liability Insurance, Workers Compensation Insurance, and other insurance under Design-Builder's Controlled Insurance Program at the rate of one and twenty nine hundredths of a percent (1.29%) of the Contract Sum for enrolled Contractors and subcontractors (as defined in the CIP Manual); (3) Design-Builder's contractor default program at the rate of one and one quarter percent (1.25%) of the value of the trade contracts and material agreements; (4) Design-Builder's bonds at the rate of sixty-five hundredths of one percent (0.65%) of the Contract Sum.

**§ A.5.1.5.2** Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Design-Builder is liable.

**§ A.5.1.5.3** Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design-Builder is required by the Design-Build Documents to pay.

**§ A.5.1.5.4** Fees of laboratories for tests required by the Design-Build Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 15.5.3 of the Agreement or by other provisions of the Design-Build Documents, and which do not fall within the scope of Section A.5.1.6.3.

*(Paragraph deleted)*

**§ A.5.1.5.6** Costs for electric equipment and software, directly related to the Work including web-based collaboration tools for distributing Project information.

**§ A.5.1.5.7** Deposits lost for causes other than the Design-Builder's negligence or failure to fulfill a specific responsibility in the Design-Build Documents. To the extent funds are available in the DB contingency. Any additional amounts would come from DB Fee.

*(Paragraph deleted)*

**§ A.5.1.5.9** With the Owner's prior approval, expenses incurred in accordance with the Design-Builder's standard written personnel policy for relocation, and temporary living allowances of, the Design-Builder's personnel required for the Work.

**§ A.5.1.5.10** That portion of the reasonable expenses of the Design-Builder's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

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#### **§ A.5.1.6 Other Costs and Emergencies**

**§ A.5.1.6.1** Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

**§ A.5.1.6.2** Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

**§ A.5.1.6.3** Costs of repairing or correcting damaged or nonconforming Work executed by the Design-Builder, Contractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Design-Builder and only to the extent that the cost of repair or correction is not recovered by the Design-Builder from insurance, sureties, Contractors, suppliers, or others. Such costs may be taken from the DB contingency if available if that source of funds is exhausted, such will be absorbed in the DB fee.

*(Paragraphs deleted)*

#### **§ A.5.1.1 Related Party Transactions**

**§ A.5.1.2** For purposes of Section A.5.1.7, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Design-Builder; any entity in which any stockholder in, or management employee of, the Design-Builder owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Design-Builder. The term "related party" includes any member of the immediate family of any person identified above.

**§ A.5.1.3** If any of the costs to be reimbursed arise from a transaction between the Design-Builder and a related party, the Design-Builder shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Design-Builder shall procure the Work, equipment, goods or service from the related party, as a Contractor, according to the terms of Section A.5.4. If the Owner fails to authorize the transaction, the Design-Builder shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Section A.5.4. The Owner approves Design-Builder's use of a related party for purposes of surety and insurance services.

#### **§ A.5.2 Costs Not to Be Separately Reimbursed, due to inclusion in the Design Builder Fee as Part of this Contract**

The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Section A.5.1.1;
- .2 Expenses of the Design-Builder's principal office and offices other than the site office;
- .3 Overhead and general expenses;
- .4 The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work;
- .5 Costs due to the negligence or failure of the Design-Builder, Contractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract; and
- .6 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

#### **§ A.5.3 Discounts, Rebates, and Refunds**

**§ A.5.3.1** Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner if (1) before making the payment, the Design-Builder included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Design-Builder with which to make payments; otherwise, cash discounts shall accrue to the Design-Builder. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner (other than (i) those from Design-Builder's related parties or (ii) incentive payments made to Design-Builder through Design-Builder's credit agreements), and the Design-Builder shall make provisions so that they can be obtained. Discounts, rebates and refunds are not to be credited to the Design Builder contingency.

§ A.5.3.2 Amounts that accrue to the Owner in accordance with Section A.5.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

(Paragraph deleted)

**§ A.5.4 Other Agreements**

§ A.5.4.1 When the Design-Builder has provided a Guaranteed Maximum Price, and a specific bidder (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ A.5.4.2 Agreements between the Design-Builder and Contractors shall conform to the applicable payment provisions of the Design-Build Documents, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If an agreement between the Design Builder and a Contractor is awarded on a cost plus a fee basis, the Design-Builder shall provide in the agreement for the Owner to receive the same audit rights with regard to the Cost of the Work performed by the Contractor as the Owner receives with regard to the Design-Builder in Section A.5.5, below.

§ A.5.4.3 The agreements between the Design-Builder and Architect and other Consultants identified in the Agreement shall be in writing. These agreements shall be promptly provided to the Owner upon the Owner's written request.

**§ A.5.5 Accounting Records**

The Design-Builder shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under the Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Design-Builder's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Contractor's proposals, purchase orders, vouchers, memoranda and other data relating to the Contract. The Design-Builder shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

**§ A.5.6 Relationship of the Parties**

The Design-Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Design-Builder's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests.

List of Exhibits incorporated into this GMP Amendment

Exhibit A-1 – Design-Builder's Guaranteed Maximum Price Proposal dated February 6, 2019 (11 pages)

Exhibit A-2 – Cost Allocation Summary

Exhibit A-3 – Design-Builder's Personnel Rates

Exhibit A-4 – Cost Proposal Form

This Amendment to the Agreement entered into as of the day and year first written above.

CITY OF WICHITA

J.E. DUNN-EBY, A JOINT VENTURE

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
DESIGN-BUILDER (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Printed name and title)





**EXHIBIT A-1**

February 6, 2019

Mr. Paul Gunzelman  
City of Wichita  
455 N. Main  
Wichita, KS 67202

Re: Entertainment Venue and Multi-Sport Stadium  
**Guaranteed Maximum Price (GMP) Proposal - Bid Package No. 1**  
JE Dunn Project No. 18081500

Dear Mr. Gunzelman,

We are pleased to submit our GMP No. 1 proposal in the amount of **Seven Million Six Hundred Six Thousand Three Hundred Seventy-Six Dollars, \$7,606,376**. This amount is for the work associated with Bid Package No. 1. The Scopes of Work included in this proposal include the Utilities, Mass Excavation & Grading, Concrete (partial) and De-Watering Investigation.

Included for reference are:

- Assumptions and Clarifications
- Enumeration of the Drawings
- Bid Package No. 1 Schedule

We feel that this proposal accurately reflects the scope, quality, and intent of the project represented by Bid Package No. 1. We ask that you review the attached documentation and let us know if you have any questions.

Sincerely,

David Young | JE Dunn – Eby, a Joint Venture  
Cc: Scott Sherry (JE Dunn), Mike Grier (Eby)

**Assumptions and Clarifications:**

- 1) The Concrete Scope of Work included in Bid Package No. 1 price is limited to the following items:
  - (2) Dugouts – Per Detail 2/PS20.0
  - (3) Tunnels, 107' long each – Per Detail 3/PS20.0 and 4/PS20.0, including an offset in (2) Tunnels.
  - Approximately 285' of Low Field Wall – Per Detail 6/P20.0
  - Approximately 115' of Low Field Wall Brick Ledge – Per Detail 6/P20.0 with Brick Ledge not shown, this wall is located behind home plate.
- 2) The Concrete Scope of Work excludes:
  - Waterproofing
  - Setting or providing trench drains
  - Pipe Sleeves
  - Provisions for any permanent handrail (Sleeves or Embeds)
  - Vapor Barrier
- 3) Fire Service Lines are excluded from this bid package.
- 4) Sanitary Sewer Line No. 2 from STA. 11+67.5 to STA. 12+21.5 shall be constructed with McLean Boulevard Improvements (between MH 11 and MH12) and is not included in this cost.
- 5) Excavation and grading Scope of Work assumes concourse and seating area slabs to be 8" nominal thickness.
- 6) Permanent seeding and sodding are excluded from this bid package.
- 7) Removal of any hazardous waste or contaminated material is excluded from this bid package.
- 8) Design Builder shall have the right to self-perform certain trade packages for the project including but not limited to concrete, carpentry, hoisting and low voltage and such work shall be performed on a cost reimbursement basis with a guaranteed maximum price at margin to be negotiated and such guaranteed maximum price shall be included in the Design-Builder's overall guaranteed maximum price and treated as a subcontract for purposes of determining Design-Builder's Fee.
- 9) Includes providing owners trailer and corresponding services.
- 10) McLean Boulevard Improvements are not included in this bid package.
- 11) Proposed Grease Interceptors are excluded. Will be priced under separate package per stadium utility plan.
- 12) This proposal assumes this project will not be seeking LEED Certification.
- 13) Design Services, Due Diligence Activities, Preconstruction, DB General Conditions and DB Staffing have been included in full per Exhibit A-4 and will not be carried in future Amendments.
- 14) Design Builder's contingency contained in the Guaranteed Maximum Price Proposal and Guaranteed Maximum Price Amendment is for Design Builder's exclusive use to cover costs considered reimbursable as Costs of Work but not included in a Change Order.
- 15) Bid bonds (*JE Dunn-Eby do include Contractor default protection*) are not included.
- 16) Financing costs are not included.
- 17) Special inspections are not included.
- 18) Overtime premiums and off hours work are not included.

- 19) Development fees or special assessments are not included.
- 20) Owner Fixtures, Furnishings and Equipment (FF&E), or FF&E moving, and installation costs are not included. Refer to Exhibit A-2.
- 21) Office cubical partitions or hookups are not included.
- 22) Removal of unforeseen structures and obstructions are not included.
- 23) Utilities service company capital cost, development fees, drainage fees, tap fees, water meter charges, investment fees, and/or line extension charges, as well as primary electrical fees are not included.
- 24) Off-site improvements, including storm water management up-stream is not included.
- 25) Rock excavation is not included.
- 26) Guard or security services are not included.
- 27) Owner project contingency (in soft costs) are not included.
- 28) Proposal excludes electrical and tele/data demolition.
- 29) This proposal is based on the Owner providing clear access to the site during construction operations.
- 30) Cost associated with delays resulting from adjacent project operations and infrastructure work which is not a part of, or under the control of this project team is not included in this proposal.
- 31) The project site is assumed to be free of any above ground or below ground hazardous materials and/or hazardous conditions, as well as any environmental and/or endangered species, flora, fauna, or wetlands requiring mitigation. We have not accounted for differing and/or hidden site conditions that vary from the information contained in the Contract Documents.

#### **Cost of Work**

The following cost of work items for GMP No. 1 in the amount of \$256,786 are included in the GMP proposal.

- 1) Project Website - \$75,000
- 2) Temporary Protection - \$85,497
- 3) Temporary Facilities - \$96,289

#### **Allowances**

The following allowances in the amount of \$33,000 are included:

- 1) Demolition and disposal of 20 ea. existing light pole base foundation to 10 feet below existing grade.

**ENTERTAINMENT VENUE AND MULTI SPORT STADIUM  
J.E. Dunn Project No. 18081500**

**Enumeration of Drawings and Specifications**

1. Project Manual, including JE Dunn Front End Division 00, dated January 16, 2019.
2. Drawings prepared by Schaefer Johnson Cox Frey Architecture Inc., as follows:

Sheet Number	Sheet Name	Revision Number
G10.0	COVER	1/16/19
G10.1	GENERAL INFORMATION	1/16/19
G10.2	SHEET INDEX	1/16/19
G10.3	SHEET INDEX	1/16/19
G10.4	SHEET INDEX	1/16/19
G14.1	CODE PLAN	1/16/19
G14.2	CODE PLAN	1/16/19
A22.0A	COMPOSITE FLOOR PLANS	1/16/19
A22.0B	COMPOSITE FLOOR PLANS	1/16/19
A22.0C	COMPOSITE FLOOR PLANS	1/16/19
CU201	PPS TITLE	7/1/17
CU202	PPS KEY MAP	7/1/17
CU203	SANITARY SEWER LINE	7/1/17
CU204	SANITARY SEWER LINE NO. 1	7/1/17
CU205	SANITARY SEWER LINE NO. 2	7/1/17
CU206	SANITARY SEWER LINE NO. 2	7/1/17
CU207	SANITARY SEWER LINE NO. 2	7/1/17
CU208	SANITARY SEWER LINE NO. 3 AND LINE NO. 4	7/1/17
CU209	PRECAST SANITARY SEWER MANHOLE	7/1/17
CU210	MANHOLE FRAME AND COVER	7/1/17
CU211	VERTICAL RISER ASSEMBLY SEWER DETAIL	7/1/17
CG110	EROSION CONTROL PLAN	7/1/17
CU231	PPW TITLE	7/1/17
CU232	PPW KEY MAP	7/1/17
CU233	WATERLINE NO. 1	7/1/17
CU234	WATERLINE NO. 1	7/1/17
CU235	WATERLINE NO. 2	7/1/17

CU236	WATERLINE NO. 2	7/1/17
CU237	STANDARD WATER ASSEMBLY DETAIL	7/1/17
CU238	MISCELLANEOUS WATER DETAIL	7/1/17
CU239	STANDARD WATER SERVICE DETAIL	7/1/17
CU240	EROSION CONTROL DETAILS	7/1/17
CU241	EROSION CONTROL DETAILS	7/1/17
CU242	EROSION CONTROL DETAILS	7/1/17
CU243	EROSION CONTROL DETAILS	7/1/17
CU244	EROSION CONTROL DETAILS	7/1/17
CG110	EROSION CONTROL PLAN	7/1/17
CU251	PPD TITLE	7/1/17
CU252	PPD KEY MAP	7/1/17
CU253	STORM SEWER LINE NO. 1 AND LINE NO. 1A	7/1/17
CU254	STORM SEWER LINE NO. 1	7/1/17
CU255	STORM SEWER LINE NO. 1	7/1/17
CU256	STORM SEWER LINE NO. 2	7/1/17
CU257	STORM SEWER LINE NO. 2	7/1/17
CU258	STANDARD TYPE 1 CURB INLET	7/1/17
CU259	STANDARD DOUBLE TYPE II CURB INLET	7/1/17
CU260	SPECIAL TYPE II INLET – MANHOLE	7/1/17
CU261	SINGLE-DOUBLE DROP INLET	7/1/17
CU262	PRECAST CONCRETE MANHOLE	7/1/17
CU263	REINFORCED CONCRETE MANHOLE	7/1/17
CU264	MANHOLE-INLET FRAME AND COVER	7/1/17
CG101	GRADING PLAN AREA A	7/1/17
CG102	GRADING PLAN AREA B	7/1/17
CG103	GRADING PLAN AREA C	7/1/17
CG104	GRADING PLAN AREA D	7/1/17
CG110	EROSION CONTROL PLAN	7/1/17
PS20	PRELIM DUGOUT AND TUNNEL FOUNDATION	1/15/19

3. Addenda, as follows:

- a. Addendum 1 dated January 22, 2019
- b. Addendum 2 dated January 25, 2019





Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish	Total	Qtr 1 2018	Qtr 2 2018	Qtr 3 2018	Qtr 4 2018	Qtr 1 2019	Qtr 2 2019	Qtr 3 2019	Qtr 4 2019	Qtr 1 2020	Qtr 2 2020
CON-2530	MAPC - Considers Delano Plan & Ballpark Zoning & Platting	0	0	21-Mar-19*	0	0										
CON-2540	Protest Petition Period for Ballpark Zoning Ends	0	0	04-Apr-19*	0	0										
CON-2550	CITY COUNCIL - Considers Delano Plan and Ballpark Zoning & Plat	0	0	23-Apr-19*	0	0										
CON-2560	COUNTY COMMISSION - Considers Delano Plan	0	0	22-May-19*	0	0										
<b>Site Utilities</b>																
CON-1160	Site Utilities - Present Utility Concepts	0	0	19-Dec-18 A												
CON-1170	Site Utilities - City Approval of Utility Concepts	3	0	19-Dec-18 A												
CON-1180	Site Utilities - Submit Progress Set (to be issued to Bidders)	15	0	24-Dec-18 A												
CON-1200	Site Utilities - City Review Period for Progress Set	3	0	16-Jan-19 A												
CON-1210	Site Utilities - City to Submit Progress Set Comments	0	0	18-Jan-19 A												
CON-1190	Site Utilities - Pre-final Set (incorporates City comments)	2	0	21-Jan-19 A												
CON-1220	Site Utilities - Pre-final Set City Review Period	1	0	23-Jan-19 A												
CON-1230	Site Utilities - Submit Signed & Sealed Drawings (BP 1 - Add No. 2)	2	2	04-Feb-19												
CON-1240	Site Utilities - City Review Period for Signed & Sealed Dwg.	5	5	06-Feb-19												
CON-1250	Site Utilities - Final City Approval	0	0	12-Feb-19												
<b>Bid Package No. 1</b>																
CON-1290	BP 1 - DRAFT TOC from Design Team	0	0	10-Dec-18 A												
CON-1270	BP 1 - Procurement Letter to City	3	0	19-Dec-18 A												
CON-1280	BP 1 - Coord. Scopes and Front Ends	15	0	24-Dec-18 A												
CON-1380	BP 1 - Issue Excavation & Site Utilities (90%) for Hard Bid	0	0	15-Jan-19 A												
CON-1310	BP 1 - Bidding	10	0	16-Jan-19 A												
CON-1390	BP 1 - Issue Best Value Scopes for Bid (piles, struct, conc, cmu, mep)	0	0	16-Jan-19 A												
CON-1780	BP 1 - Pre-Bid Meeting	0	0	21-Jan-19 A												
CON-1790	BP 1 - Addendum No. 1 Issued	0	0													
CON-1800	BP 1 - Addendum No. 2 Issued	0	0													
CON-1320	BP 1 - Bid Date	0	0	25-Jan-19 A												
CON-1330	BP 1 - Evaluate Hard Bids	2	0	30-Jan-19 A												
CON-1460	BP 1 - Evaluate Best Value Bids	5	0	30-Jan-19 A												
CON-1340	BP 1 - Issue Best Value Short List	0	0	05-Feb-19 A												
CON-1360	BP 1 - Hard Bid Award	0	0	12-Feb-19 A												
CON-1470	BP 1 - Best Value Interview Preparation	5	5	06-Feb-19												
CON-1450	BP 1 - Best Value Interviews	0	0	12-Feb-19												
CON-1480	BP 1 - Evaluate Best Value Interviews	2	2	13-Feb-19												
CON-1370	BP 1 - Best Value Award	0	0	14-Feb-19												
<b>Bid Package No. 2</b>																
CON-1980	BP 2 - Development (100% CD's mep, remaining scopes)	25	25	13-Mar-19												
CON-1870	BP 2 - Coord. Scopes and Front Ends	10	10	03-Apr-19												
CON-1880	BP 2 - DRAFT TOC from Design Team	0	0	03-Apr-19												
CON-1890	BP 2 - Issue	0	0	17-Apr-19												
CON-1910	BP 2 - Bidding	12	12	17-Apr-19												
CON-1920	BP 2 - Pre-Bid Meeting	0	0	19-Apr-19*												
CON-1930	BP 2 - Addendum No. 1 Issued	0	0	22-Apr-19*												
CON-1940	BP 2 - Addendum No. 2 Issued	0	0	26-Apr-19*												
CON-1950	BP 2 - Bid Date	0	0	02-May-19												
CON-1960	BP 2 - Evaluate Hard Bids	5	5	03-May-19												
CON-1970	BP 2 - Hard Bid Award	0	0	09-May-19												
<b>Grading</b>																
CON-2340	Grading - Conceptual Plan & SWPPP	6	0	08-Jan-19 A												
CON-2360	Grading - Final Arch. Site Plan	0	0	08-Jan-19 A												
CON-2350	Grading - Submit NOI	6	0	16-Jan-19 A												
CON-2370	Grading - Apply for Conditional Grading Permit	7	0	28-Jan-19 A												
CON-1260	Grading - NOI Approval	0	0	01-Feb-19												
CON-2380	Grading - Receive Conditional Grading Permit	0	0	04-Feb-19 A												
<b>Procurement</b>																
CON-1730	Rebar Submittal Package Development	5	3	01-Feb-19 A												
CON-1700	18" San. Sewer Submittal Package Development	5	2	05-Feb-19 A												
CON-1710	18" San. Sewer Submittal Review / Approval	2	2	08-Feb-19												

Wichita Baseball

Run Date: 06-Feb-19 / Data Date: 04-

GMP Amendment No. 1

Page 2 of 6

JE DUNN • EBY

Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish	Total Dur	Gr 1 2019	Gr 2 2019	Gr 3 2019	Gr 4 2019	Gr 1 2020	Gr 2 2020
CON-1740	Rebar Submittal Review / Approval	4	4	11-Feb-19	14-Feb-19	96						
CON-1720	18" San. Sewer Procurement	10	10	12-Feb-19	25-Feb-19	40						
CON-1750	Rebar Fabrication / Procurement	5	5	15-Feb-19	20-Feb-19	96						
CON-3160	Structural Steel Submittal Package Development	10	10	27-Mar-19	09-Apr-19	0						
CON-3280	Precast Tub Submittal Package Development	10	10	27-Mar-19	09-Apr-19	8						
CON-3170	Structural Steel Submittal Review / Approval	5	5	10-Apr-19	16-Apr-19	0						
CON-3290	Precast Tub Submittal Review / Approval	5	5	10-Apr-19	16-Apr-19	8						
CON-3180	Structural Steel Procurement	30	30	17-Apr-19	29-May-19	0						
CON-3300	Precast Tub Procurement	30	30	17-Apr-19	29-May-19	8						
<b>Construction</b>												
<b>Mobilize</b>												
MOB-140	Asphalt Demo for West Parking Lots	9	0	14-Jan-19 A	25-Jan-19 A							
MOB-100	Setup DB Trailers	3	6	25-Jan-19 A	11-Feb-19	274						
MOB-110	Install Project Site Fence	10	10	28-Jan-19 A	15-Feb-19	274						
MOB-120	Setup Baseball Team Trailers	3	3	12-Feb-19	14-Feb-19	275						
MOB-130	DB Trailer IT Setup	2	2	12-Feb-19	13-Feb-19	276						
MOB-150	Break Ground (Start Date)	0	0	13-Feb-19*		43						
<b>Site / Civil / Infrastructure</b>												
CVL-100	Install New Sanitary Line	15	15	18-Feb-19	08-Mar-19	40						
CVL-110	Demo Existing Sanitary Line	5	5	11-Mar-19	15-Mar-19	40						
CVL-120	Site Utilities	50	50	18-Mar-19	24-May-19	111						
CVL-130	Left Field Site Stairs	15	15	24-Jul-19	13-Aug-19	71						
CVL-140	Center Field Site Stairs	15	15	14-Aug-19	04-Sep-19	71						
CVL-150	Right Field Site Stairs	15	15	05-Sep-19	25-Sep-19	71						
CVL-160	Sidewalks	20	20	26-Sep-19	23-Oct-19	71						
CVL-170	New Parking Lot (Base Course Only)	15	15	26-Sep-19	18-Oct-19	104						
<b>Field / Seating Bowl</b>												
<b>Field</b>												
FIELD-100	Field Wall Excavation - Start B Work Clockwise	10	10	14-Feb-19	27-Feb-19	94						
FIELD-110	Field Wall (Fig & Walls) - Areas B, C, D	10	10	19-Feb-19	04-Mar-19	94						
FIELD-120	Field Wall (Fig & Walls) - Areas E, F, G, H	35	35	05-Mar-19	22-Apr-19	110						
FIELD-130	Field Wall (Fig & Walls) - Area A	10	10	05-Mar-19	18-Mar-19	94						
FIELD-140	Playing Field Mass Excavation - Start A Work Clockwise	15	15	23-Apr-19	13-May-19	110						
FIELD-150	Field Subgrade	20	20	19-Jun-19	17-Jul-19	85						
FIELD-160	Field Drainage Install	20	20	18-Jul-19	14-Aug-19	85						
FIELD-170	Field Irrigation Install	10	10	15-Aug-19	28-Aug-19	85						
FIELD-180	Field Sod Installation	25	25	29-Aug-19	03-Oct-19	85						
FIELD-190	Bowl Railing	30	30	29-Oct-19	11-Dec-19	38						
<b>Seating Bowl</b>												
<b>Area A</b>												
BOWL-A-100	Dugout and Tunnel - 1st Base - Excavate	2	2	11-Mar-19	12-Mar-19	94						
BOWL-A-110	Dugout and Tunnel - 1st Base - Underground MEP	2	2	13-Mar-19	14-Mar-19	94						
BOWL-A-120	Dugout and Tunnel - 1st Base - Walls	8	8	15-Mar-19	26-Mar-19	94						
BOWL-A-130	Dugout and Tunnel - 1st Base - SOG	2	2	27-Mar-19	28-Mar-19	94						
BOWL-A-140	Dugout and Tunnel - 1st Base - Roof	4	4	29-Mar-19	03-Apr-19	94						
BOWL-A-150	Dugout and Tunnel - 1st Base - Waterproofing	3	3	04-Apr-19	08-Apr-19	94						
BOWL-A-160	Seating Risers	15	15	22-Apr-19	10-May-19	85						
<b>Area B</b>												
<b>Area C</b>												
<b>Concourse Level</b>												
<b>Area A</b>												
CONCR-A-100	Spread Foundations	5	5	11-Mar-19	15-Mar-19	40						
CONCR-A-110	Elevator Pit	5	5	13-Mar-19	19-Mar-19	226						
CONCR-A-120	Concrete Columns	5	5	18-Mar-19	22-Mar-19	40						
CONCR-A-130	Exterior Foundation Wall	8	8	18-Mar-19	27-Mar-19	44						
CONCR-A-140	Waterproof Ext Foundation Wall	4	4	28-Mar-19	02-Apr-19	88						

JE DUNN • EBY

GMP Amendment No. 1  
Page 3 of 6

Wichita Baseball  
Run Date: 06-Feb-19 / Data Date: 04-



Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish	Total Pkts	Qtr 1, 2019	Qtr 2, 2019	Qtr 3, 2019	Qtr 4, 2019	Qtr 1, 2020	Qtr 2, 2020
1	2	3	4	5	6	7	8	9	10	11	12	13
CONCR-A-150	Elevator Shaft Walls	6	5	28-Mar-19	04-Apr-19	220						
CONCR-A-160	Backfill	5	5	03-Apr-19	09-Apr-19	88						
CONCR-A-170	Steel Erection for Area A (Precast Tub Installation)	15	15	20-May-19	10-Jun-19	0						
CONCR-A-180	Underslab Rough-In	12	12	11-Jun-19	28-Jun-19	76						
CONCR-A-190	Concrete Slab on Grade (in Buildings)	5	5	27-Jun-19	03-Jul-19	76						
CONCR-A-200	CMU Walls	15	15	05-Jul-19	25-Jul-19	76						
CONCR-A-210	Restroom and Concession MEP Rough In	15	15	12-Jul-19	01-Aug-19	137						
CONCR-A-220	Install Elevators and Finishes	20	20	02-Aug-19	29-Aug-19	137						
CONCR-A-230	Concrete Slab on Grade (Final Finish Concourse)	5	5	06-Nov-19	12-Nov-19	29						
Area B												
CONCR-B-100	Spread Foundations	5	5	18-Mar-19	22-Mar-19	47						
CONCR-B-110	Concrete Columns	5	5	25-Mar-19	29-Mar-19	47						
CONCR-B-120	Exterior Foundation Wall	8	8	28-Mar-19	06-Apr-19	44						
CONCR-B-130	Waterproof Ext Foundation Wall	4	4	09-Apr-19	12-Apr-19	85						
CONCR-B-140	Backfill	5	5	15-Apr-19	19-Apr-19	85						
CONCR-B-150	Steel Erection for Area B	15	15	11-Jun-19	01-Jul-19	0						
CONCR-B-160	Underslab Rough-In	12	12	02-Jul-19	18-Jul-19	76						
CONCR-B-170	Concrete Slab on Grade (in Buildings)	5	5	19-Jul-19	25-Jul-19	76						
CONCR-B-180	CMU Walls	15	15	26-Jul-19	15-Aug-19	76						
CONCR-B-190	Restroom and Concession MEP Rough In	15	15	02-Aug-19	22-Aug-19	86						
CONCR-B-200	Concrete Slab on Grade (Final Finish Concourse)	5	5	13-Nov-19	19-Nov-19	29						
Area C												
CONCR-C-100	Spread Foundations	5	5	25-Mar-19	29-Mar-19	91						
CONCR-C-110	Concrete Columns	5	5	01-Apr-19	05-Apr-19	91						
CONCR-C-120	Exterior Foundation Wall	8	8	01-Apr-19	10-Apr-19	91						
CONCR-C-130	Waterproof Ext Foundation Wall	4	4	11-Apr-19	16-Apr-19	98						
CONCR-C-140	Backfill	5	5	22-Apr-19	26-Apr-19	95						
CONCR-C-150	Steel Erection for Area C (Precast Tub Installation)	15	15	02-Jul-19	23-Jul-19	34						
CONCR-C-160	Underslab Rough-In	12	12	24-Jul-19	08-Aug-19	76						
CONCR-C-170	Concrete Slab on Grade (in Buildings)	5	5	09-Aug-19	15-Aug-19	76						
CONCR-C-180	CMU Walls	15	15	16-Aug-19	06-Sep-19	76						
CONCR-C-190	Restroom and Concession MEP Rough In	15	15	23-Aug-19	13-Sep-19	76						
CONCR-C-200	Concrete Slab on Grade (Final Finish Concourse)	5	5	20-Nov-19	26-Nov-19	29						
Area D												
CONCR-D-100	Spread Foundations	5	5	01-Apr-19	05-Apr-19	156						
CONCR-D-110	Concrete Columns	5	5	08-Apr-19	12-Apr-19	188						
CONCR-D-120	Exterior Foundation Wall	8	8	08-Apr-19	17-Apr-19	156						
CONCR-D-130	Waterproof Ext Foundation Wall	4	4	18-Apr-19	23-Apr-19	162						
CONCR-D-140	Backfill	5	5	29-Apr-19	03-May-19	159						
CONCR-D-150	Concrete Slab on Grade (Final Finish Concourse)	3	3	27-Nov-19	03-Dec-19	29						
Area E												
CONCR-E-100	Spread Foundations	5	5	08-Apr-19	12-Apr-19	159						
CONCR-E-110	Concrete Columns	5	5	15-Apr-19	19-Apr-19	186						
CONCR-E-120	Exterior Foundation Wall	8	8	18-Apr-19	29-Apr-19	156						
CONCR-E-130	Waterproof Ext Foundation Wall	4	4	30-Apr-19	03-May-19	159						
CONCR-E-140	Backfill	5	5	06-May-19	10-May-19	159						
CONCR-E-150	Concrete Slab on Grade (Final Finish Concourse)	3	3	04-Dec-19	06-Dec-19	29						
Area F												
CONCR-F-100	Spread Foundations	5	5	15-Apr-19	19-Apr-19	162						
CONCR-F-110	Concrete Columns	5	5	22-Apr-19	26-Apr-19	184						
CONCR-F-120	Exterior Foundation Wall	8	8	30-Apr-19	09-May-19	156						
CONCR-F-130	Waterproof Ext Foundation Wall	4	4	10-May-19	15-May-19	156						
CONCR-F-140	Backfill	5	5	16-May-19	22-May-19	156						
CONCR-F-150	Picnic Seating Concrete	15	15	16-May-19	06-Jun-19	156						
CONCR-F-160	Concrete Slab on Grade (Final Finish Concourse)	3	3	09-Dec-19	11-Dec-19	29						
Area G												
CONCR-G-100	Spread Foundations	5	5	22-Apr-19	26-Apr-19	165						

Activity Name	Orig	Rev	Start	Finish	Total	Qtr 1 2019	Qtr 2 2019	Qtr 3 2019	Qtr 4 2019	Qtr 1 2020	Qtr 2 2020
Activity Name	Orig	Rev	Start	Finish	Total	Jan	Feb	Mar	Apr	May	Jun
CONCR-G-110 Concrete Columns	5	5	29-Apr-19	03-May-19	182						
CONCR-G-120 Exterior Foundation Wall	8	8	10-May-19	21-May-19	156						
CONCR-G-130 Waterproof Ext Foundation Wall	4	4	22-May-19	28-May-19	159						
CONCR-G-140 Backfill	5	5	29-May-19	04-Jun-19	159						
CONCR-G-150 Concrete Slab on Grade (Final Finish Concourse)	3	3	12-Dec-19	16-Dec-19	29						
Area H											
CONCR-H-100 Spread Foundations	5	5	29-Apr-19	03-May-19	168						
CONCR-H-110 Concrete Columns	5	5	06-May-19	10-May-19	180						
CONCR-H-120 Exterior Foundation Wall	8	8	22-May-19	03-Jun-19	156						
CONCR-H-130 Waterproof Ext Foundation Wall	4	4	04-Jun-19	07-Jun-19	156						
CONCR-H-140 Backfill	5	5	10-Jun-19	14-Jun-19	156						
CONCR-H-150 Concrete Slab on Grade (Final Finish Concourse)	3	3	17-Dec-19	19-Dec-19	29						
Suite / Press / Club Level											
Area A											
CLUB-A-100 MEP - SOD	5	5	11-Jun-19	17-Jun-19	40						
CLUB-A-110 Concrete - SOD	5	5	18-Jun-19	24-Jun-19	40						
CLUB-A-120 Exterior Wall Framing and Sheathing	8	8	25-Jun-19	05-Jul-19	40						
CLUB-A-130 Interior Partition Framing	5	5	08-Jul-19	12-Jul-19	40						
CLUB-A-140 Exterior Waterproofing	5	5	08-Jul-19	12-Jul-19	53						
CLUB-A-150 MEP Wall and Ceiling Rough-In	5	5	15-Jul-19	19-Jul-19	40						
CLUB-A-160 Door Frame Install	5	5	15-Jul-19	19-Jul-19	40						
CLUB-A-170 Glazing Install	10	10	15-Jul-19	26-Jul-19	53						
CLUB-A-180 Roof Metal Paneling	15	15	29-Jul-19	16-Aug-19	53						
CLUB-A-190 Roof Installation	10	10	05-Aug-19	16-Aug-19	0						
CLUB-A-200 GWB Install	12	12	17-Sep-19	02-Oct-19	0						
CLUB-A-210 Wall and Ceiling Finishes	15	15	03-Oct-19	23-Oct-19	27						
CLUB-A-220 MEP Trimout	10	10	24-Oct-19	06-Nov-19	27						
CLUB-A-230 Casework and Accessories	10	10	07-Nov-19	20-Nov-19	27						
CLUB-A-240 Flooring	11	11	21-Nov-19	09-Dec-19	27						
CLUB-A-250 Punchlist	10	10	10-Dec-19	23-Dec-19	27						
Area B											
CLUB-B-100 MEP - SOD	5	5	02-Jul-19	09-Jul-19	0						
CLUB-B-110 Concrete - SOD	5	5	10-Jul-19	16-Jul-19	0						
CLUB-B-120 Exterior Wall Framing and Sheathing	8	8	17-Jul-19	26-Jul-19	0						
CLUB-B-130 Interior Partition Framing	5	5	29-Jul-19	02-Aug-19	0						
CLUB-B-140 Exterior Waterproofing	5	5	29-Jul-19	02-Aug-19	38						
CLUB-B-150 MEP and Ceiling Rough-In	5	5	05-Aug-19	09-Aug-19	0						
CLUB-B-160 Door Frame Install	5	5	05-Aug-19	09-Aug-19	37						
CLUB-B-170 Glazing Install	10	10	05-Aug-19	16-Aug-19	38						
CLUB-B-180 Roof Installation	15	15	19-Aug-19	30-Aug-19	0						
CLUB-B-190 Install Metal Paneling	12	12	03-Oct-19	18-Oct-19	38						
CLUB-B-200 GWB Install	10	10	21-Oct-19	01-Nov-19	24						
CLUB-B-210 Wall and Ceiling Finishes	10	10	04-Nov-19	15-Nov-19	24						
CLUB-B-220 MEP Trimout	5	5	18-Nov-19	22-Nov-19	24						
CLUB-B-230 Casework and Accessories	12	12	25-Nov-19	12-Dec-19	24						
CLUB-B-240 Flooring	10	10	13-Dec-19	27-Dec-19	24						
CLUB-B-250 Punchlist											
Area C											
CLUB-C-100 MEP - SOD	5	5	24-Jul-19	30-Jul-19	34						
CLUB-C-110 Concrete - SOD	5	5	31-Jul-19	06-Aug-19	34						
CLUB-C-120 Exterior Wall Framing and Sheathing	8	8	07-Aug-19	16-Aug-19	34						
CLUB-C-130 Interior Partition Framing	5	5	19-Aug-19	23-Aug-19	34						
CLUB-C-140 Exterior Waterproofing	5	5	19-Aug-19	23-Aug-19	43						
CLUB-C-150 MEP Wall and Ceiling Rough-In	5	5	26-Aug-19	30-Aug-19	34						
CLUB-C-160 Door Frame Install	5	5	26-Aug-19	30-Aug-19	34						
CLUB-C-170 Glazing Install	5	5	26-Aug-19	30-Aug-19	43						
CLUB-C-180 Roof Installation	10	10	03-Sep-19	16-Sep-19	0						

Activity ID	Activity Name	Orig. Dur	Rem. Dur	Start	Finish	Total Float	Qtr 1, 2019	Qtr 2, 2019	Qtr 3, 2019	Qtr 4, 2019	Qtr 1, 2020	Qtr 2, 2020
							Jan	Feb	Mar	Apr	May	
CLUB-C-190	Install Metal Panelling	15	15	10-Sep-19	30-Sep-19	38						
CLUB-C-200	GW8 Install	12	12	21-Oct-19	05-Nov-19	0						
CLUB-C-210	Wall and Ceiling Finishes	15	15	06-Nov-19	26-Nov-19	0						
CLUB-C-220	MEP Trimout	10	10	27-Nov-19	12-Dec-19	0						
CLUB-C-230	Casework and Accessories	12	12	13-Dec-19	31-Dec-19	0						
CLUB-C-240	Flooring	12	12	02-Jan-20	17-Jan-20	0						
CLUB-C-250	Punchlist	10	10	20-Jan-20	31-Jan-20	0						
Street Level												
Area C												

Install Metal Panelling  
 GW8 Install  
 Wall and Ceiling Finishes  
 MEP Trimout  
 Casework and Accessories  
 Flooring  
 Punchlist

Exhibit A-2: Cost Allocation Summary

		Phase 1 Services 12/11/18		Phase 2 Services GMP No. 1 - 2/12/19			
Description		Contract Cost		Contract Cost		Contractor / Notes	
<b>Entertainment &amp; Multi-Sport Stadium</b>							
<b>BP No. 1</b>							
Excavation & Grading		\$	-	\$	1,252,000	Dondinger & Sons Construction Co.	
Concrete (in-field walls, dugouts, tunnels)		\$	-	\$	864,590	Eby Construction	
Dewatering Study		\$	-	\$	64,946	Layne Christensen Company	
<b>BP No. 1 Total</b>		\$	-	\$	2,181,536		
<b>subtotal Contractors</b>		\$	-	\$	2,181,536		
<b>BP No. 1 - Cost of Work</b>							
Project Website		\$	-	\$	75,000		
Temporary Protection		\$	-	\$	85,497		
Temporary Facilities		\$	-	\$	96,289		
<b>subtotal Cost of Work</b>		\$	-	\$	256,786		
<b>BP No. 1 - Allowances</b>							
Demo existing obstructions		\$	-	\$	33,000		
<b>subtotal Allowances</b>		\$	-	\$	33,000		
Design Services		\$	5,137,868	\$	-	Cost per Exhibit A-4	
Due Diligence Activities		\$	60,000	\$	-	Cost per Exhibit A-4	
Design Builder Preconstruction		\$	70,000	\$	-	Cost per Exhibit A-4	
General Conditions (not to exceed)		\$	-	\$	925,066	Cost per Exhibit A-4	
Staffing (not to exceed)		\$	-	\$	2,106,599	Cost per Exhibit A-4	
<b>subtotal General Requirements</b>		\$	5,267,868	\$	3,031,665		
Design Builder Insurance		0.84%	\$ -	\$	98,623	% per Exhibit A-4	
Design Builder Payment & Performance Bond		0.65%	\$ -	\$	76,681	% per Exhibit A-4	
Subcontractor General Liability		1.29%	\$ -	\$	152,182		
Subcontractor Default Insurance		1.25%	\$ -	\$	27,269		
<b>subtotal B &amp; I</b>		\$	-	\$	354,755		
Contingency - Design & Estimating		6.00%	\$ -	\$	-		
Contingency - Construction		3.00%	\$ -	\$	329,868	% per Exhibit A-4	
Contingency - Escalation to 2nd Qtr. 2019		2.00%	\$ -	\$	-		
Fee		3.00%	\$ -	\$	341,564	% per Exhibit A-4	
<b>TOTAL Construction Costs</b>		\$	5,267,868	\$	6,529,175		
<b>Utility and Street Infrastructure Improvements</b>							
<b>BP No. 1</b>							
Utilities		\$	-	\$	677,000	Dondinger & Sons Construction Co.	
<b>BP No. 1 Total</b>		\$	-	\$	677,000		
<b>subtotal Contractors</b>		\$	-	\$	677,000		
Design Services		\$	-	\$	300,000	Cost per Exhibit A-4	
Due Diligence Activities		\$	-	\$	-		
Design Builder Preconstruction		\$	-	\$	-		
General Conditions (not to exceed)		0.00%	\$ -	\$	-		
Staffing (not to exceed)		0.00%	\$ -	\$	-		
<b>subtotal General Requirements</b>		\$	-	\$	300,000		
Design Builder Insurance		0.84%	\$ -	\$	9,005	% per Exhibit A-4	
Design Builder Payment & Performance Bond		0.65%	\$ -	\$	7,002	% per Exhibit A-4	
Subcontractor General Liability		1.29%	\$ -	\$	13,896		
Subcontractor Default Insurance		1.25%	\$ -	\$	8,463		
<b>subtotal B &amp; I</b>		\$	-	\$	38,366		
Contingency - Design & Estimating		6.00%	\$ -	\$	-		
Contingency - Construction		3.00%	\$ -	\$	30,461	% per Exhibit A-4	
Contingency - Escalation to 2nd Qtr. 2019		2.00%	\$ -	\$	-		
Fee		3.00%	\$ -	\$	31,375	% per Exhibit A-4	
<b>TOTAL Construction Costs</b>		\$	-	\$	1,077,201		
<b>TOTAL Stadium / Utility &amp; Street Improvements</b>		\$	5,267,868	\$	7,606,376		

Exhibit A-2: Cost Allocation Summary

Scope Matrix and Soft Cost

DESCRIPTION	BASIS OF DESIGN	FINAL DESIGN	PURCHASED BY	INSTALLED BY	COMMENTS
<b>SITE</b>					
SITE GRADING	Design Team	Design Team	DB	DB	
SITE DEMOLITION / REMOVALS	Design Team	Design Team	DB	DB	
SITE PAVING	Design Team	Design Team	DB	DB	
CAST-IN-PLACE RETAINING WALLS	Design Team	Design Team	DB	DB	
MODULAR BLOCK RETAINING WALLS	Design Team	Vendor	DB	DB	
GUARDRAILS / HANDRAILS	Design Team	Design Team	DB	DB	
STORM DRAINAGE SYSTEMS	Design Team	Design Team	DB	DB	
SANITARY SEWER SYSTEMS	Design Team	Design Team	DB	DB	
WATER SYSTEMS	Design Team	Design Team	DB	DB	
BOLLARDS	Design Team	Design Team	DB	DB	
FLAG POLES	Design Team	Design Team	DB	DB	
SITE ENTRY FEATURE	Design Team	Design Team	DB	DB	
SITE SIGNAGE & GRAPHICS	Design Team	Vendor	DB	DB	1/30: Stated no plans at this time for an exterior marquee sign, but project should consider placing conduit for future.
LANDSCAPING	Design Team	Design Team	DB	DB	
IRRIGATION SYSTEMS	Design Team	Vendor	DB	DB	
SITE, PARKING AND PEDESTRIAN LIGHTING	Design Team	Design Team	DB	DB	
SITE BENCHES	Design Team	Vendor	DB	DB	
RECYCLING BINS	Design Team	Vendor	Baseball Team	Baseball Team	FF&E
TRASH BINS	Design Team	Vendor	Baseball Team	Baseball Team	FF&E
WASTE CONTAINERS - INSIDE Bin	Design Team	Vendor	Baseball Team	Baseball Team	FF&E
MEP INFRASTRUCTURE FOR COMPACTOR	Design Team	Design Team	DB	DB	1/30: Need cut sheet from team
COMPACTOR	Design Team	Vendor	Baseball Team	Baseball Team	
<b>PLAYING FIELD</b>					
NATURAL TURF AND DRAINAGE SYSTEMS	Design Team	Vendor	DB	DB	
INFIELD CLAY SYSTEMS	Design Team	Vendor	DB	DB	
BACKSTOPS AND FIELD FENCING	Design Team	Vendor	DB	DB	
DUGOUT FENCING	Design Team	Vendor	DB	DB	
SECURE LINE FENCE	Design Team	Vendor	DB	DB	
WINDSCREENS	Design Team	Vendor	DB	DB	
BATTERS EYE	Design Team	Vendor	DB	DB	
FOUL POLES	Design Team	Vendor	DB	DB	
POLY FENCE CAP	Design Team	Vendor	DB	DB	
POST AND RAIL PADDING	Design Team	Vendor	DB	DB	
FIELD WALL PADDING	Design Team	Vendor	DB	DB	
PROTECTIVE NETTING	Design Team	Vendor	DB	DB	
PROTECTIVE OVERHEAD NETTING	Design Team	Vendor	DB	DB	
DUGOUT BENCHES	Design Team	Vendor	DB	DB	
DUGOUT BAT HOLDERS	Design Team	Design Team	DB	DB	
BLEACHERS / FIXED SEATING	Design Team	Vendor	DB	DB	



Exhibit A-2: Cost Allocation Summary

Scope Matrix and Soft Cost

DESCRIPTION	BASIS OF DESIGN	FINAL DESIGN	PURCHASED BY	INSTALLED BY	COMMENTS
<b>BASE BUILDING</b>					
Superstructure - Conventional	Design Team	Design Team	DB	DB	
Exterior Enclosure (walls & roofing)	Design Team	Design Team	DB	DB	
Concessions Stand (room & fixed counters)	Design Team	Design Team	DB	DB	
Millwork / Cabinetry	Design Team	Design Team	DB	DB	
Storage Rooms / Mechanical Rooms	Design Team	Design Team	DB	DB	
Interior Partitions	Design Team	Design Team	DB	DB	
Finishes - Floor / Ceiling / Wall	Design Team	Design Team	DB	DB	
Toilet Rooms & Fixtures	Design Team	Design Team	DB	DB	
HVAC/ MEP Equipment/ Sound Attenuation	Design Team	Design Team	DB	DB	
Fire Protection	Design Team	Vendor	DB	DB	
Fire Alarm	Design Team	Vendor	DB	DB	
Lightning Protection	Design Team	Vendor	DB	DB	
<b>SCOREBOARDS / VIDEO / SOUND</b>					
<b>SCOREBOARD AND STRUCTURE</b>	Design Team	Vendor	DB	DB	
SOUND SYSTEM - BACK BOXES & CONDUIT	Design Team	Design Team	DB	DB	
SOUND SYSTEM - WIRING	Design Team	Design Team	DB	DB	
SOUND SYSTEM - EQUIPMENT	Design Team	Design Team	DB	DB	
CAMERA POSITIONS - BACK BOXES AND CONDUIT	Design Team	Design Team	DB	DB	
CAMERA POSITIONS - WIRING	Design Team	Design Team	DB	DB	
CAMERA POSITIONS - EQUIPMENT	Design Team	Design Team	Baseball Team	Baseball Team	FF&E
VIDEO REPLAY - BACK BOXES AND CONDUIT	Design Team	Vendor	DB	DB	
VIDEO REPLAY - WIRING	Design Team	Vendor	DB	DB	
VIDEO REPLAY - EQUIPMENT	Design Team	Vendor	DB	DB	
<b>NETWORK / TELECOM / TECHNOLOGY</b>					
BROADCAST BACK BOXES & EMPTY CONDUIT	Design Team	Design Team	DB	DB	
BROADCAST SYSTEMS WIRING	Design Team	Design Team	DB	DB	
BROADCAST SYSTEMS EQUIPMENT	Design Team	Design Team	Vendor	Vendor	
WIFI BOXES & EMPTY CONDUIT	Design Team	Design Team	DB	DB	
WIFI WIRING	Design Team	Design Team	DB	DB	
WIFI EQUIPMENT	Design Team	Design Team	DB	DB	FF&E
INCOMING SERVICE(S)	Baseball Team	Baseball Team	Baseball Team	Baseball Team	1/30: Example AT&T, Verizon, Comcast, etc.
PATHWAY TO DEMARCATION POINT	Design Team	Design Team	DB	DB	
TELECOM BOXES & EMPTY CONDUITS	Design Team	Design Team	DB	DB	
TELECOM/ DATA WIRING	Design Team	Design Team	DB	DB	
TELECOM/ DATA EQUIPMENT	Design Team	Design Team	Baseball Team	Baseball Team	FF&E
CABLE TV / CCTV / DIST TV SYSTEMS	Design Team	Design Team	Baseball Team	Baseball Team	FF&E
BACK BOXES & EMPTY CONDUIT FOR LOW VOLTAGE	Design Team	Design Team	DB	DB	
DAS BACK BOXES & EMPTY CONDUIT	Design Team	Design Team	DB	DB	
DAS WIRING	Design Team	Design Team	Baseball Team	Baseball Team	FF&E
DAS EQUIPMENT	Design Team	Design Team	Baseball Team	Baseball Team	FF&E
TRACKMAN CAMERA SYSTEMS EQUIPMENT / WIRE	Baseball Team	Baseball Team	Baseball Team	Baseball Team	1/30: Positions to include left of batter' eye, pressbox down, high 1st and 3rd
TRACKMAN CAMERA SYSTEMS CONDUIT	Baseball Team	Design Team	DB	DB	

Exhibit A-2: Cost Allocation Summary Scope Matrix and Soft Cost

DESCRIPTION	BASIS OF DESIGN	FINAL DESIGN	PURCHASED BY	INSTALLED BY	COMMENTS
<b>SIGNAGE &amp; DISPLAY</b>					
CODE MANDATED SIGNAGE & WAYFINDING	Design Team	Design Team	DB	DB	
CONCESSIONS AND RESTROOMS SIGNAGE	Design Team	Design Team	DB	DB	
THEMING GRAPHICS (INTERIOR & EXTERIOR)	Design Team	Design Team	DB	DB	
<b>CONCESSIONS</b>					
FOODSERVICE EQUIPMENT	Baseball Team	Baseball Team	Baseball Team	Baseball Team	FF&E
MEP INFRASTRUCTURE	FS Designer	Design Team	DB	DB	
EXHAUST SYSTEM	FS Designer	Design Team	DB	DB	
MENU BOARDS (INCLUDING VIDEO MENUS)	Baseball Team	Baseball Team	Baseball Team	Baseball Team	
VIDEO MENU BOARDS - CONDUIT AND POWER	FS Designer	Design Team	DB	DB	
COUNTERS @ CONCESSIONS	Design Team	Design Team	DB	DB	
ROLL-UP DOORS	Design Team	Design Team	DB	DB	
CASH REGISTERS / DRAWERS	Baseball Team	Baseball Team	Baseball Team	Baseball Team	FF&E
VENDING MACHINES	Baseball Team	Baseball Team	Baseball Team	Baseball Team	FF&E
PORTABLES	Baseball Team	Baseball Team	Baseball Team	Baseball Team	FF&E
PORTABLE - MEP INFRASTRUCTURE	Baseball Team	Design Team	DB	DB	
COOKWARE / UTENSILS	Baseball Team	Baseball Team	Baseball Team	Baseball Team	FF&E
<b>TICKETING</b>					
ELECTRONIC TICKET READER BOARDS	Design Team	Vendor	DB	DB	1/30: Include in scoreboard package.
CASH REGISTERS / DRAWERS	Design Team	Vendor	Baseball Team	Baseball Team	FF&E
PRINTERS / COPIERS / MISC.	Design Team	Vendor	Baseball Team	Baseball Team	FF&E
<b>SPORTS EQUIPMENT</b>					
FIELD AND INDOOR EQUIPMENT					
- PORTABLE HITTING CAGES	Vendor	Vendor	Baseball Team	Baseball Team	FF&E
- PLATES	Design Team	Turf Vendor	DB	DB	
- BASES	Design Team	Turf Vendor	DB	DB	
- PITCHING RUBBER	Design Team	Turf Vendor	DB	DB	
- MOVABLE PITCHING MOUNDS	Vendor	Vendor	Baseball Team	Baseball Team	N/A
- RETRACTABLE PITCHING MOUNDS	Vendor	Vendor	DB	DB	N/A
- L-SCREENS	Vendor	Vendor	Baseball Team	Baseball Team	FF&E
- PITCHING MACHINES	Vendor	Vendor	Baseball Team	Baseball Team	FF&E
- BALL RETURNS at BACKSTOP	Vendor	Vendor	Baseball Team	Baseball Team	FF&E
- BALL CADDIES	Vendor	Vendor	Baseball Team	Baseball Team	FF&E
- BATTING TUNNEL BACKSTOP PROTECTORS	Vendor	Vendor	Baseball Team	Baseball Team	FF&E
- TEES & TRAINING AIDS	Vendor	Vendor	Baseball Team	Baseball Team	FF&E
PLAYER GEAR					
- BATS	Vendor	Vendor	Baseball Team	Baseball Team	FF&E
- CATCHERS GEAR	Vendor	Vendor	Baseball Team	Baseball Team	FF&E
- BATTING HELMETS	Vendor	Vendor	Baseball Team	Baseball Team	FF&E

Wichita Minor League Baseball Stadium  
Wichita, Kansas  
February 6, 2019

Exhibit A-2: Cost Allocation Summary

Scope Matrix and Soft Cost

DESCRIPTION	BASIS OF DESIGN	FINAL DESIGN	PURCHASED BY	INSTALLED BY	COMMENTS
COACHING ACCESSORIES					
- RADAR GUNS	Vendor	Vendor	Baseball Team	Baseball Team	FF&E
- TIMERS	Vendor	Design Team	DB	DB	FF&E
- TIMERS - MEP INFRASTRUCTURE	Vendor	Vendor	Baseball Team	Baseball Team	FF&E
- LINEUP BOARDS / COACHING BOARDS	Baseball Team	Vendor	Baseball Team	Baseball Team	FF&E
VIDEO COACHING SYSTEMS	Baseball Team	Vendor	Baseball Team	Baseball Team	FF&E
VIDEO COACHING SYSTEMS - MEP INFRASTRUCTURE	Baseball Team	Design Team	DB	DB	
<b>FACILITY SUPPORT / MAINTENANCE</b>					
BABY CHANGING STATIONS	Design Team	Design Team	DB	DB	
TOILET ACCESSORIES - GRAB BARS, MIRRORS	Design Team	Design Team	DB	DB	
TOILET ACCESSORIES - DISPENSERS (Paper Goods)	Design Team	Design Team	DB	DB	
AUTOMATIC DEFIBRILLATORS	Vendor	Vendor	Baseball Team	Baseball Team	FF&E
FIRST AID KITS	Vendor	Vendor	Baseball Team	Baseball Team	FF&E
BACK BOARDS	Vendor	Vendor	Baseball Team	Baseball Team	FF&E
TURNSTILES	Design Team	Design Team	Baseball Team	Baseball Team	FF&E
WINDOW WASHING EQUIPMENT	Design Team	Design Team	Baseball Team	Baseball Team	FF&E
ATM	Design Team	Design Team	Baseball Team	Baseball Team	FF&E
ATM - MEP INFRASTRUCTURE	ATM Provided	Design Team	DB	DB	1/30: Expectations are these will not be required.
MAINTENANCE VEHICLE - GATOR	Vendor	Vendor	Baseball Team	Baseball Team	FF&E
LAWN MAINTENANCE EQUIPMENT	Vendor	Vendor	Baseball Team	Baseball Team	FF&E
FIELD MAINTENANCE EQUIPMENT					
- FIELD CHALK LINE MARKER	Design Team	Vendor	Baseball Team	Baseball Team	FF&E
- BATTERS BOX TEMPLATE	Design Team	Vendor	Baseball Team	Baseball Team	FF&E
- STRINGLINE & REEL	Design Team	Vendor	Baseball Team	Baseball Team	FF&E
- INFIELD MAINTENANCE RAKES & SHOVELS	Design Team	Vendor	Baseball Team	Baseball Team	FF&E
- INFIELD MAINTENANCE TAMPER	Design Team	Vendor	Baseball Team	Baseball Team	FF&E
- INFIELD DRAG MAT - Hand	Design Team	Vendor	Baseball Team	Baseball Team	FF&E
- INFIELD DRAG MAT - Tractor	Design Team	Vendor	Baseball Team	Baseball Team	FF&E
- INFIELD TARP	Design Team	Vendor	Baseball Team	Baseball Team	FF&E
- INFIELD MAINTENANCE TRACTOR					



Exhibit A-2: Cost Allocation Summary

Scope Matrix and Soft Cost

DESCRIPTION	BASIS OF DESIGN	FINAL DESIGN	PURCHASED BY	INSTALLED BY	COMMENTS
<b>FURNISHINGS</b>					
OFFICE FURNISHINGS	Design Team	Vendor	Baseball Team	Baseball Team	FF&E
JANITORIAL SHELVING	Design Team	Design Team	Baseball Team	Baseball Team	FF&E; 1/30: Permanent is by DB, loose by Baseball team.
ENTRANCE MATS (recessed)	Design Team	Design Team	DB	DB	
ENTRANCE MATS (overlay)	Design Team	Design Team	Baseball Team	Baseball Team	FF&E
TV's & BRACKETS	Design Team	Design Team	Baseball Team	Baseball Team	FF&E
LOOSE FURNITURE	Design Team	Design Team	Baseball Team	Baseball Team	FF&E
LOOSE FURNITURE - MEP INFRASTRUCTURE	Design Team	Design Team	DB	DB	
LOCKERS	Design Team	Vendor	DB	DB	
WHITE BOARDS	Design Team	Vendor	Baseball Team	Baseball Team	FF&E
PROJECTION SCREENS	Design Team	Vendor	DB	DB	
PORTABLE PA SYSTEM (speaker type system)	Vendor	Vendor	Baseball Team	Baseball Team	FF&E
ASSISTED LISTENING DEVICES	Vendor	Vendor	Baseball Team	Baseball Team	FF&E
TROPHY/DISPLAY CASES (millwork)	Design Team	Vendor	DB	DB	
WINDOW COVERS/BLINDS	Design Team	Vendor	DB	DB	
ARTWORK / BRANDING			City	City	
CORNER GUARDS	Design Team	Design Team	DB	DB	
WASTE CONTAINERS - Inside	Design Team	Vendor	Baseball Team	Baseball Team	FF&E
PRINTERS / COPIERS / MISC.		Vendor	Baseball Team	Baseball Team	FF&E
WASHER / DRYER	Design Team	Vendor	Baseball Team	Baseball Team	FF&E
WASHER / DRYER - MEP INFRASTRUCTURE	Design Team	Design Team	DB	DB	
TREATMENT TRAINING TABLES		Vendor	Baseball Team	Baseball Team	FF&E
ICE MACHINES		Vendor	Baseball Team	Baseball Team	FF&E
WHIRLPOOL TUBS		Vendor	Baseball Team	Baseball Team	FF&E
PAPER TOWEL, TOILET PAPER & SOAP DISPENSERS	Design Team	Vendor	Baseball Team	Baseball Team	FF&E; 1/30: Assumed these will be procured by providers.
<b>SECURITY SYSTEMS</b>					
PARKING LOT/ SITE EMERGENCY PHONES	Design Team	Design Team	City	City	
SECURITY/ SURVEILLANCE SYSTEM INFRASTRUCTURE/CONDUIT					
/ BACK BOXES	Design Team	Vendor	DB	DB	
SECURITY/SURVEILLANCE WIRING	Design Team	Vendor	DB	DB	
SECURITY/SURVEILLANCE SYSTEM/EQUIPMENT	Design Team	Vendor	DB	DB	

END OF EXHIBIT A-2

**Exhibit A-3**  
**Entertainment Venue and Multi-Sport Stadium**

**PERSONNEL RATES**

Group Manager *	\$150 / hour
Senior Project Manager*	\$116 / hour
Senior Estimator*	\$132 / hour
Project Manager *	\$87 / hour
Estimator *	\$75 / hour
Senior Project Engineer*	\$61 / hour
Project Engineer *	\$53 / hour
Scheduling	\$89 / hour
BIM	\$89 / hour
Engineering Services (MEP)	\$102 / hour
Safety	\$79 / hour
Quality Assurance	\$93 / hour
Senior Project Coordinator	\$48 / hour
Project Coordinator	\$39 / hour
General Superintendent	\$150 / hour
Superintendent 3	\$116 / hour
Superintendent 2	\$87 / hour
Superintendent 1	\$59 / hour

The above rates are the hourly rates current as of the date of the Agreement and will be adjusted annually. Charges in these rates will not change the GMP amount.

Each identified position (\*) shall be charged at the rate shown plus \$5.15 per hour for office support. Such office support includes the following departments: logistics, purchasing, and payments.

**END OF EXHIBIT A-3**

# **EXHIBIT A-4**

**Attachment H - Updated 2/5/19 to reflect 8% soft costs in lieu of 10% per City of Wichita.**

## **Wichita Baseball Stadium COST PROPOSAL FORM**

**JE Dunn - Eby, a Joint Venture**

## **REQUEST For PROPOSAL DESIGN-BUILDER SERVICES**

### **Preconstruction Phase Services (to GMP @ 30% plans) (Including Design, Due Diligence Activities and Construction Services)**

2 months @ \$ 35,000 per month = \$ 70,000

Cost to extend the Preconstruction Phase Services: \$ 35,000 per month

note: Preconstruction phase services include construction services only as the base preconstruction services for the design are included in the "Design Services" fee below. The "Design Services" below include providing services to establish 30% plans for the GMP, thus these dollars will be incurred even if the City decides to not move forward after this point in time.

### **Construction Phase Services**

Design Services		\$ 5,137,868	
Due Diligence Activities		\$ 60,000	
Bid Trades		\$ 56,074,202	
DB Contingency		\$ 2,083,333	3% of construction cost
General Conditions (not to exceed)		\$ 925,066	
Staffing (not to exceed)		\$ 2,106,599	
DB Insurance (fixed rate %)	0.84%	\$ 583,333	
DB Fee (fixed rate %)	3.00%	\$ 2,022,654	
Payment & Performance Bond (fixed rate %)	0.65%	\$ 451,389	
Softs Costs	8.00%	\$ 5,555,556	
<b>Target Budget</b>		<b>\$ 75,000,000</b>	

note: Owner "soft costs" have been assumed to be 8% (i.e. 3rd party special testing, owner contingency, city management fees, etc.), creating construction costs (to incl. design team fee's) to be \$69,444,444 (\$75m / 1.08).

### **Key Personnel & Staffing**

Total number of Staffing hours (Design & Construction)	<u>71,964</u> hours
Submit an itemized breakdown of the Staffing separately for Design and Construction (see below)	
Design	43,867 hours
Construction	28,097 hours

### **Burden Rates**

Design-Builder shall apply a rate of **42%** to the direct labor rates for all salaried personnel and a **42%** for all trades labor for all costs including but not limited to FICA, FUTA, SUTA, unemployment compensation, worker's compensation, health insurance, pension, 401K retirement plan and payroll expenses.

### **Design-Builder Mark-ups on Scope Changes to the Bid Trades**

Including General Conditions, Staffing, Insurance, Fee and Bond	
For Work in excess of the Target Budget	<u>4.49%</u>
For Work that reduces the Target Budget	<u>4.49%</u>

note: Assuming scope changes due not significantly affect the overall schedule and costs, our Design-Build team has assumed no general conditions / staffing in the percentages provided.

### **Street and Infrastructure Improvements**

Permits and Fees	by Owner per Addendum No. 5
Design	\$ 300,000
Construction	3.00% DB Fee (fixed rate %)
<b>Total Budget</b>	<b>\$ 2,000,000</b>

JE Dunn - Eby, a Joint Venture  
Wichita Baseball Stadium  
COST PROPOSAL SUMMARY

DESIGN BUILDER SERVICES

Cost Allocation Key

DS = Design Services  
DD = Due Diligence  
BT = Bid Trade  
GC = General Conditions  
ST = Staffing  
I = Insurance  
Fee = DB Fee  
Bond = DB Payment & Performance Bond  
(X) within Cost Column = Included in Lump Sum costs

<u>COST ITEM</u>	<u>COST ALLOCATION</u>	<u>COST</u>	<u>NOTES</u>
<b>I. Home Office Costs</b>			
All profit	Fee		
Home office overhead	Fee		
Project managers, corporate professionals	Fee		
Corporate accounting and related charges	Fee		
Corporate computers and systems charges	Fee		
Executive and other corporate personnel (unless specified in general conditions)	Fee		
Joint venture administrative expenses (if required)	Fee		
Staff relocation expenses	Fee		
Travel for staff	Fee		
Business licenses, taxes, etc.	Fee		
Legal expenses	Fee		
DB Insurance premiums	I	X	Includes DB General Liability, Builders Risk & Professional Liability.
DB Payment and Performance Bond	Bond	X	
<b>II. Field Office (Job-Site)</b>			
Superintendent	ST	X	
Project Managers	ST	X	
Field Engineer	ST	X	
Purchasing/estimating/scheduling	ST	X	
Office Manager	ST	X	
Office Support Staff	ST	X	
Safety Staff / Coordination	ST	X	
Watchmen / Guards - Bid Trades	BT		To be determined if needed with Owner when establishing GMP.
Laborers (related to DB's work)	GC		
Carpenters (related to DB's work)	GC	X	
Layout Crews	GC		
Access, Employee Parking and Staging	GC		By Trade Partners to provide best project value after final design.
Utilities (sanitary, sewer, water, electrical, etc.)	GC		Parking assumed to be on surface lot on-site.
Utility hook-up / Disconnect Fee's	GC	X	Assumed for trailer(s).
Messenger / Delivery Services	GC		By Trade Partners to provide best project value after final design.
Travel	GC	X	
Computers, printers, fax, internet service & phones (at site only)	GC	X	
Copying, postage, paper (at site only)	GC	X	
Furniture, supplies (at site only)	GC	X	
Heating and Cooling	GC		
Drawing reproduction (including bid document and specification reproduction for bidding)	GC	X	Assumed for trailer(s). Included in "utilities".
Record / As-Built Drawings	GC & DS	X	

<b>III. Temporary Facilities</b>			
Portable Toilets	GC	X	
Temporary Fencing, Barricades, Signage	BT	X	
Materials Storage and Transportation	GC		
First Aid Supplies and Facilities	GC	X	
On-Site Equipment Fuel, Supplies and Service	GC		
Project Signage / Bulletin Boards	GC	X	
Elevators, hoists & tower cranes	BT		By Trade Partners to provide best project value after final design.
Roads	BT		By Trade Partners to provide best project value after final design.
Flagmen	BT		By Trade Partners to provide best project value after final design.
Sidewalk Bridges	BT		By Trade Partners to provide best project value after final design.
<b>IV. Miscellaneous Costs</b>			
General building permits	GC		By Owner (soft cost) per conversation with Paul Gunzelman on 2/6.
Zoning and land-use permits	GC	by Owner	Per Addendum No. 5
Plan Review Permits	GC		By Owner (soft cost) per conversation with Paul Gunzelman on 2/6.
Additional Permits or Fees	GC	X	Assumed construction cost of \$69,444,444.
Contractor's Licenses	GC	X	Included in DB fee.
Construction Equipment Permits and Licenses	GC		Equipment to be provided by Trade Partners.
Site survey	DD	X	
Existing conditions surveys	GC	X	
Temporary Lighting	GC		By Trade Partners to provide best project value after final design.
Misc. tools and equipment	GC	X	
Quality control testing and inspection	GC	X	
Construction testing and inspection	DD	by Owner	Per Addendum No. 5
Soil testing (Geotechnical Investigations)	DD	X	
Roofing & waterproofing testing	DD	by Owner	Per Addendum No. 5
Trash and Debris chutes	BT	X	
Trash and Debris removal	BT	X	
Scaffolding	BT		By Trade Partners to provide best project value after final design.
Weather protection	BT		By Trade Partners to provide best project value after final design.
Pumping	GC		By Trade Partners to provide best project value after final design.
Pest Control	GC		By Trade Partners to provide best project value after final design.
Ceremonies	GC		
Alcohol and drug testing	GC	X	Included in safety.
Progress photographs	GC	X	Included in Project Managers.
Webcam (installation and operation)	GC	X	
Ongoing Clean-up	GC	X	
Final clean-up	GC	X	
Punchlist activities and administration	GC	X	Included in Project Managers.
Contract closeout	GC	X	Included in Project Managers.
Warranty administration	GC	X	Included in Project Managers.
Premium time	BT	X	By Trade Partners to provide best project value after final design.
All other items necessary to properly complete the work (DB to identify in proposal).			
	GC		

END OF EXHIBIT A-4

City of Wichita  
City Council Meeting  
February 12, 2019

**TO:** Mayor and City Council

**SUBJECT:** Northwest Water Treatment Facility Project (All Districts)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** New Business

---

**Recommendation:** Approve the design-build (DB) Phase One contract with Wichita Water Partners, adopt the resolution, authorize staff to develop the WIFIA and SRLF applications, and authorize the necessary signatures.

**Background:** The City Council previously authorized submission of a Letter of Interest (LOI) for a loan through the Water Infrastructure Finance & Innovation Act (WIFIA). The WIFIA loan would finance up to 49% of the design and construction costs associated with the proposed new Northwest Water Treatment Facility (NWWTF), which would replace the current 80-year old water treatment plant. The City was notified in October 2018 that its WIFIA LOI was successful. The next step – an application – must be submitted by October 30, 2019.

A similar process has occurred with another financing source known as the State Revolving Loan Fund (SRLF). The NWWTF project has been placed on the Project Priority List for the SRLF. An application for SRLF assistance is also due October 2019.

On December 18, 2018 City Council directed staff to issue a Request for Proposals (RFP) for the project to be a design-build competition as Phase One with no operations component in the project. A design-build competition RFP was advertised on December 28, 2018.

**Analysis:** One proposal was received and reviewed by City staff. That analysis found the proposer to be competent and qualified for the project with a fair and reasonable proposed fee.

Wichita Water Partners meets and the experience and capabilities needed for the project. They have included delivery of an accurate guaranteed maximum price (GMP) by September 12, 2019 and a commitment to use at least 85% local resources.

The proposed contract is for Phase One services, which includes a minimum 30% design, development of risk mitigation strategies, development of a Phase Two contract amendment and GMP for the remainder of the project, all environmental clearances and permitting, and development of the WIFIA application.

**Financial Considerations:** The estimated cost of the project is \$524,200,000. WIFIA is expected to finance up to 49% and SRLF could finance up to 50%. Costs incurred in 2019 and any expenses not covered by WIFIA or SRLF will be funded by the Water Utility. The DB Phase One contract cost is \$5,999,999 and will be funded by Water Utility cash.

A project budget of \$7,000,000 is requested at this time to cover the DB Phase One contract, and other Phase One costs such as environmental clearances and permits, consultant legal services, City staff oversight, and administrative costs. Approval of a contract and budget for owner's representative services will be requested in March 2019. The project will be returned to the City Council in October 2019 to request approval of the GMP and DB Phase Two contract, approval to submit the WIFIA and SRLF applications, and a budget increase to support the remainder of the project.

**Legal Considerations:** The Law Department has reviewed and approved the contract, resolution, and

notice of intent as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the DB Phase One contract with Wichita Water Partners, adopt the resolution, authorize staff to develop the WIFIA and SRLF applications, and authorize the necessary signatures.

**Attachments:** DB Phase One contract, resolution, notice of intent, and budget sheet.



# Project Request

☐ CIP ☒ Non-CIP

☐ NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 18 Public Works & Utilities

DIVISION:

Production & Pumping

RESOLUTION/ORDINANCE #:

ENGINEERING REFERENCE #: None

FUND: 544 Water Construction

COUNCIL DISTRICT: 07 All Districts

DATE COUNCIL APPROVED:

REQUEST DATE:

PROJECT #: 778075

PROJECT TITLE: Northwest Water Treatment Facility

PROJECT DETAIL #: 010000

PROJECT DETAIL DESCRIPTION: Northwest Water Treatment Facility

OCA #: 668075

OCA TITLE: Northwest Water Treatment Facility

PERSON COMPLETING FORM: Joni Chamberlain

PHONE #: 268-4572

PROJECT MANAGER: Bill Perkins

PHONE #: 268-4671

☒ NEW BUDGET ☐ REVISED BUDGET

## REVENUE

Object Level 3	Budget
9813 Cash Transfer In	\$7,000,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

REVENUE TOTAL: \$7,000,000.00

## EXPENSE

Object Level 3	Budget
2999 Contractuals	\$7,000,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

EXPENSE TOTAL: \$7,000,000.00

NOTES: Covers Phase 1 (approx. Feb 2019-Oct 2019). To be cash funded, not bonded.

## SIGNATURES REQUIRED

DIVISION HEAD:

DEPARTMENT HEAD:

BUDGET OFFICER:

CITY MANAGER:

Print Form

DATE:

DATE:

DATE:

DATE:



## RESOLUTION NO. 19-056

**A RESOLUTION DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, TO ISSUE REVENUE BONDS FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.**

---

**WHEREAS**, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the City Council of the City (the “Governing Body”), has heretofore by Ordinance No. 39-888, passed May 26, 1987 and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the City of Wichita, Kansas Water and Sewer Utility (the “Utility”); and

**WHEREAS**, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 *et seq.*, as amended and supplemented by Charter Ordinance No. 211 of the City (collectively, the “Act”), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

**WHEREAS**, the Governing Body hereby finds and determines that it is necessary and advisable to construct, reconstruct, alter, improve, extend and enlarge the Utility in the following manner:

### Northwest Water Treatment Facility

(the “Project”) and to provide for the payment of all or a portion of the costs thereof by the issuance of revenue bonds of the City pursuant to the Act; said bonds to be payable from the revenues of the Utility.

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:**

**Section 1. Project Authorization.** It is hereby authorized, ordered and directed that the Project be acquired, constructed and/or installed in accordance with plans and specifications therefore prepared under the direction of the City Engineer or designate and approved by the Governing Body; said plans and specifications to be placed on file in the offices of the Utility. The estimated cost of the Project, including related design and engineering expenses is **\$7,000,000**. The Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

**Section 2. Project Financing.** It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed **\$7,560,000** in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the “Bonds”). The Bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds, if any, shall be paid from unencumbered moneys of the Utility which will be available for that purpose. The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this

Resolution, pursuant to Treasury Regulation 1.150-2.

**Section 3. Notice.** Before issuing the Bonds, there shall be published one (1) time in the official newspaper of the City, a notice of the intention of the Governing Body to undertake the Project and to issue the Bonds (the “Notice”); and if within fifteen (15) days after the publication of such Notice, there shall be filed with the City Clerk, a written protest against the Project or the issuance of the Bonds, signed by not less than twenty per cent (20%) of the qualified electors of the City, the Governing Body shall thereupon submit such proposed Project and the Bonds to the electors of the City at a special election to be called for that purpose as provided by the Act. If no sufficient protest is filed with the City Clerk within the period of time hereinbefore stated, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

**Section 4. Effective Date.** This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

**ADOPTED** by the City Council of the City of Wichita, Kansas, by not less than two-thirds of the members voting in favor thereof, on February 12, 2019.

(SEAL)

---

Jeff Longwell, Mayor

ATTEST:

---

Karen Sublett, City Clerk

APPROVED AS TO FORM:

---

Jennifer Magaña, Director of Law  
and City Attorney

(Published in *The Wichita Eagle*, on February 15, 2019)

## NOTICE

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the “Governing Body”) of the City of Wichita, Kansas (the “City”), by Resolution No. 19-056, duly adopted February 12, 2019, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, which is owned and operated by the City (the “Utility”), in the following manner:

### Northwest Water Treatment Facility

(the “Project”) at an estimated cost, including related design and engineering expenses of \$7,000,000.

In order to finance all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds an aggregate principal amount not to exceed \$7,560,000 under the authority of K.S.A. 10-1201 *et seq.*, as amended and supplemented by Charter Ordinance No. 211 of the City (the “Bonds”). The Bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

This Notice shall be published one time in the official newspaper of the City; and if, within fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the Bonds, which protest is signed by not less than twenty percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the Bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the Bonds is filed within said period, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on February 12, 2019.

/s/ JEFF LONGWELL, Mayor

ATTEST:

/s/ Karen Sublett, City Clerk

**City of Wichita  
City Council Meeting  
February 12, 2019**

**TO:** Mayor and City Council Members

**SUBJECT:** Water and Sewer Utility Revenue Bond Sale

**INITIATED BY:** Department of Finance

**AGENDA:** New Business

---

**Recommendation:** Ratify the award of the bid.

**Background:** On January 15, 2019, Resolution No. 19-021 was adopted by the City Council authorizing the sale of one series of Water and Sewer Utility Revenue Bonds (Series 2019A) in the principal amount not to exceed \$49,750,000. The resolution also provided authority for the City Manager or his designee to accept the best conforming bid with ratification of the bid and approval of the bond ordinance and resolution by the City Council at its next regularly scheduled meeting.

**Analysis:** The proceeds from the sale of the Series 2019A Bonds will be used to permanently finance and reimburse project costs incurred to date and to provide funding for bond reserve requirements and financing costs.

Bids were accepted electronically through **PARITY** Electronic Bid Submission System on Thursday, February 7, 2019 at 10:00 a.m. Central Time (CT) in the Finance Conference Room. By law, the City must award the sale of the bonds to the bidder whose proposed interest rates result in the lowest overall cost to the City. Ten bids were received for the Series 2019A Bonds with the lowest bid at a true interest cost (TIC) of 3.0997% received from Mesirow Financial, Inc.

**Financial Considerations:** The Series 2019A Bonds will mature serially over 15 and 20 years and will be paid from revenues of the Water and Sewer Utilities. The principal amount of the Series 2019A Bonds is \$44,465,000 and the bonds will be callable on and after October 1, 2027 at par.

**Legal Considerations:** The ordinance and resolution have been prepared by Bond Counsel and approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council: (1) ratify the award of the bid for the bonds by the City Manager; (2) adopt the Bond Ordinance on a Declaration of Emergency basis; (3) adopt the Bond Resolution; and (4) authorize the necessary signatures.

**Attachment(s):**  
Bond Ordinance, Bond Resolution and Declaration of Emergency  
Parity Bid Results – Series 2019A

10:02:08 a.m. CDST	Upcoming Calendar	Overview	Compare	Summary
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**Bid Results**

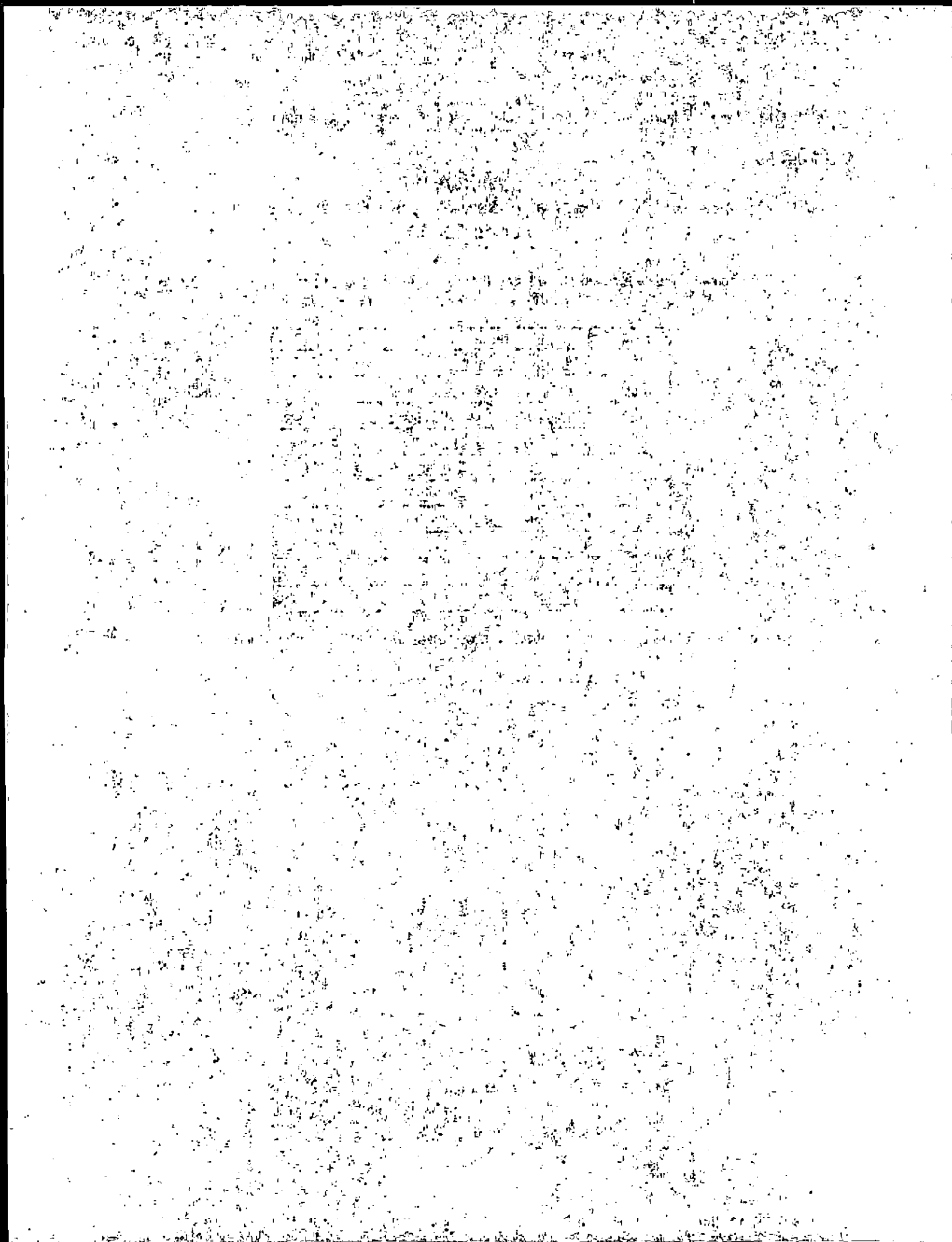
**Wichita**  
**\$44,465,000 Water and Sewer Utility Revenue Bonds,**  
**Series 2019A**

The following bids were submitted using **PARITY®** and displayed ranked by lowest TIC.  
 Click on the name of each bidder to see the respective bids.

Bid/Award*	Bidder Name	TIC
<input type="checkbox"/>	Mesirow Financial, Inc.	3.099725
<input type="checkbox"/>	Bank of America Merrill Lynch	3.104251
<input type="checkbox"/>	Hutchinson, Shockey, Erley & Co.	3.124555
<input type="checkbox"/>	Robert W. Baird & Co., Inc.	3.156589
<input type="checkbox"/>	Raymond James & Associates, Inc.	3.160123
<input type="checkbox"/>	Citigroup Global Markets, Inc.	3.168125
<input type="checkbox"/>	J.P. Morgan Securities LLC	3.176451
<input type="checkbox"/>	Piper Jaffray	3.216432
<input type="checkbox"/>	UMB Bank N.A.	3.229897
<input type="checkbox"/>	Hilltop Securities	3.285985

\*Awarding the Bonds to a specific bidder will provide you with the Reoffering Prices and Yields.

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**REQUEST FOR DECLARATION OF EMERGENCY**

**REQUEST OF THE MAYOR OF THE CITY OF WICHITA, KANSAS, FOR THE  
DECLARATION BY THE CITY COUNCIL OF SAID CITY OF THE EXISTENCE  
OF A PUBLIC EMERGENCY REQUIRING THE FINAL PASSAGE OF AN  
ORDINANCE AS DESIGNATED BELOW.**

I, JEFF LONGWELL, Mayor of the City of Wichita, Kansas, hereby request that the City Council declare that a public emergency exists requiring the final passage on the date of its introduction, to wit, February 12, 2019, of an ordinance entitled:

**AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF  
WATER AND SEWER UTILITY REVENUE BONDS, SERIES 2019A, OF THE  
CITY OF WICHITA, KANSAS; MAKING CERTAIN COVENANTS AND  
AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY  
THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND  
ACTIONS IN CONNECTION THEREWITH.**

The general nature of such public emergency is due to bond market expectations that the authorization of the issuance of the Series 2019A Bonds occur on the same date pricing is completed and to enable the City to deliver the Series 2019A Bonds authorized by said Ordinance on March 1, 2019.

It is, therefore, expedient at this time that the City Council find and declare that a public emergency exists by reason of the foregoing, and that the above entitled Ordinance be finally passed on the date of its introduction.

**EXECUTED** at Wichita, Kansas on February 12, 2019.

---

Jeff Longwell, Mayor

(Seal)

ATTEST:

---

Karen Sublett, City Clerk

**APPROVED AS TO FORM:**

---

Jennifer Magaña, Director of Law and  
City Attorney

**EXCERPT OF MINUTES OF A MEETING  
OF THE GOVERNING BODY OF  
THE CITY OF WICHITA, KANSAS  
HELD ON FEBRUARY 12, 2019**

The City Council (the "Governing Body") met in regular session at the usual meeting place in the City, at 9:00 a.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

\* \* \* \* \*

(Other Proceedings)

The Director of Finance reported that pursuant to the Notice of Bond Sale heretofore duly given, bids for the purchase of Water and Sewer Utility Revenue Bonds, Series 2019A, dated March 1, 2019 (the "Series 2019A Bonds"), of the City had been received. A tabulation of said bids is set forth as **EXHIBIT A** hereto. Pursuant to authority granted by Resolution No. 19-021 and the Notice of Bond Sale, the City Manager found and determined that the bid of Mesirow Financial, Inc., Chicago, Illinois, was the best bid for the Series 2019A Bonds, a copy of which is attached hereto as **EXHIBIT B** and awarded the sale of the Series 2019A Bonds to the best bidder.

Thereupon, there was presented an Ordinance and Resolution entitled as follows:

**AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF WATER AND SEWER UTILITY REVENUE BONDS, SERIES 2019A, OF THE CITY OF WICHITA, KANSAS; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.**

**A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF WATER AND SEWER UTILITY REVENUE BONDS, SERIES 2019A, OF THE CITY OF WICHITA, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 50-925 OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.**

\_\_\_\_\_ moved that: (a) the award of the sale of the Series 2019A Bonds to the best bidder by the City Manager be ratified; (b) the Ordinance be passed on an emergency basis pursuant to a Declaration of Emergency; and (c) the Resolution be adopted. The motion was seconded by \_\_\_\_\_. Said Ordinance and Resolution were duly read and considered, and upon being put, the motion for the passage of said Ordinance and adoption of said Resolution was carried by the vote of the Governing Body with the vote being as follows:

Yea: \_\_\_\_\_.

Nay: \_\_\_\_\_.

Thereupon, the Mayor declared: (a) said Ordinance duly passed and numbered Ordinance No. 50-925; (b) said Resolution duly adopted and numbered Resolution No. 19-055; and (c) that the Ordinance or a summary thereof was directed to be published one time in the official newspaper of the City.

\* \* \* \* \*

(Other Proceedings)

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### **CERTIFICATE**

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Wichita, Kansas held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

---

Karen Sublett, City Clerk

***EXHIBIT A***  
**BID TABULATION**

**CITY OF WICHITA, KANSAS**  
**WATER AND SEWER UTILITY REVENUE BONDS**

Dated: March 1, 2019  
Series 2019A  
Good Faith Deposit: \$889,300

Sale Date: February 7, 2019  
10:00 a.m., C.T.  
Max Interest Rate: 5.695%

BIDDER	TIC
Mesirow Financial, Inc. (BAM Partial)	3.0997249%
Bank of America Merrill Lynch	3.1042511%
Hutchinson, Shockey, Erley & Co. (AGC Partial)	3.1245546%
Robert W. Baird & Co., Inc. (BAM Insured)	3.1565894%
Raymond James & Associates, Inc.	3.1601231%
Citigroup Global Markets, Inc.	3.1681250%
J.P. Morgan Securities LLC	3.1764511%
Piper Jaffray	3.2164321%
UMB Bank N.A.	3.2298965%
HilltopSecurities	3.2859855%

**Winning Bidder Information**

Mesirow Financial, Inc. (BAM Partial)

Bid: \$46,960,510.87

Total Interest: \$17,355,503.71

TIC: 3.0997249%

Maturity	Coupon	Reoffering Yield	Reoffering Price
10/01/2020	5.00%	1.68%	105.164
10/01/2021	5.00%	1.70%	108.304
10/01/2022	5.00%	1.75%	111.239
10/01/2023	5.00%	1.80%	114.015
10/01/2024	5.00%	1.87%	116.519
10/01/2025	5.00%	1.97%	118.62%
10/01/2026	5.00%	2.07%	120.463
10/01/2027	5.00%	2.18%	121.964
10/01/2028	5.00%	2.28%	121.093
10/01/2029	4.00%	2.50%	111.521
10/01/2030	4.00%	2.60%	110.706
10/01/2031	4.00%	2.80%	109.097
10/01/2032	3.00%	3.10%	98.896%
10/01/2033	3.00%	3.15%	98.255%
10/01/2034	3.125%	3.21%	98.962%
10/01/2035	3.125%	3.282%	98.00%
10/01/2036	3.25%	3.35%	98.677%
10/01/2037	3.25%	3.396%	98.00%
10/01/2038	3.375%	3.47%	98.655%
10/01/2039	3.375%	3.512%	98.00%

Dated Date: 3/01/2019

Delivery Date: 3/01/2019

First Coupon Date: 10/01/2019

Public Sector Advisors



***EXHIBIT B***  
**(BID OF PURCHASER)**

Upcoming Calendar	Overview	Result	Excel
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Mesirow Financial, Inc. - Chicago , IL's Bid



Wichita

**\$44,465,000 Water and Sewer Utility Revenue Bonds,  
Series 2019A**

For the aggregate principal amount of \$44,465,000.00, we will pay you \$46,960,510.87, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Coupon %	Yield %	Dollar Price	Bond Insurance
10/01/2020	1,515M	5.0000	1.6800	105.164	
10/01/2021	1,575M	5.0000	1.7000	108.304	
10/01/2022	1,635M	5.0000	1.7500	111.239	
10/01/2023	1,700M	5.0000	1.8000	114.015	
10/01/2024	1,775M	5.0000	1.8700	116.519	
10/01/2025	1,840M	5.0000	1.9700	118.620	
10/01/2026	1,915M	5.0000	2.0700	120.463	
10/01/2027	1,995M	5.0000	2.1800	121.964	
10/01/2028	2,070M	5.0000	2.2800	121.093	
10/01/2029	2,155M	4.0000	2.5000	111.521	
10/01/2030	2,240M	4.0000	2.6000	110.706	
10/01/2031	2,330M	4.0000	2.8000	109.097	
10/01/2032	2,425M	3.0000	3.1000	98.896	BAM
10/01/2033	2,520M	3.0000	3.1500	98.255	BAM
10/01/2034	2,625M	3.1250	3.2100	98.962	BAM
10/01/2035	2,615M	3.1250	3.2820	98.000	BAM
10/01/2036	2,720M	3.2500	3.3500	98.677	BAM
10/01/2037	2,825M	3.2500	3.3960	98.000	BAM
10/01/2038	2,935M	3.3750	3.4700	98.655	BAM
10/01/2039	3,055M	3.3750	3.5120	98.000	BAM

Total Interest Cost: \$19,851,014.58  
 Premium: \$2,495,510.87  
 Net Interest Cost: \$17,355,503.71  
 TIC: 3.099725  
 Total Insurance Premium: \$47,741.25  
 Time Last Bid Received On: 02/07/2019 9:59:50 CST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: Mesirow Financial, Inc., Chicago , IL  
 Contact: Stephen Murphy  
 Title:  
 Telephone: 212-530-7661  
 Fax:

Issuer Name: City of Wichita


Company Name:

*Mesirow Financial*

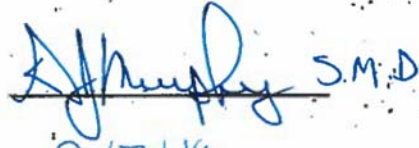
<https://www.newissuehomeideal.com/Parity/een/main.een?frame=content&page=parityBid> 2/7/2010



Accepted By:



Accepted By:



Date:

2/7/19

Date:

2/7/19

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**ORDINANCE NO. 50-925**

**OF**

**THE CITY OF WICHITA, KANSAS**

**PASSED**

**FEBRUARY 12, 2019**

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**WATER AND SEWER UTILITY REVENUE BONDS  
SERIES 2019A**

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## **ORDINANCE NO. 50-925**

### **AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF WATER AND SEWER UTILITY REVENUE BONDS, SERIES 2019A, OF THE CITY OF WICHITA, KANSAS; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.**

---

**WHEREAS**, the City of Wichita, Kansas (the “City”) is a city of the first class, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the City Council (the “Governing Body”) of the City has heretofore by Ordinance No. 39-888, adopted May 26, 1987, and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the “City of Wichita, Kansas Water and Sewer Utility” (the “Utility”); and

**WHEREAS**, the City is authorized under the provisions of the Act, to issue and sell revenue bonds for the purpose of paying all or part of the cost of the acquisition, construction, reconstruction, alteration, repair, improvement, extension or enlargement of the Utility, provided that the principal of and interest on such revenue bonds shall be payable solely from the Net Revenues derived by the City from the operation of the Utility; and

**WHEREAS**, the Governing Body has heretofore by various resolutions, duly adopted, found and determined it to be necessary and advisable to construct, reconstruct, alter, repair, improve, extend or enlarge the Utility (the “Projects”), and found and determined it to be necessary and advisable to issue revenue bonds pursuant to the provisions of the Act in order to pay the costs thereof; and

**WHEREAS**, the Governing Body caused to be published in the City’s official newspaper, notices of the City’s intention to construct the Projects and issue such revenue bonds determined necessary by the aforesaid resolutions; and within the 15-day period after the publication of each such notice as required by the Act, no written protest was filed in the Office of the City Clerk against the Projects and the issuance of such revenue bonds, and the City is, therefore, now authorized to construct the Projects and to issue said revenue bonds; and

**WHEREAS**, other than the Outstanding Parity Bonds, the City does not have outstanding any bonds payable from the Net Revenues of the Utility; and

**WHEREAS**, the Governing Body hereby finds and determines that each and all of the conditions precedent to the issuance of additional Revenue bonds on a parity with and co-equal in priority and lien to the existing revenue bond indebtedness of the Utility have, or can and will be satisfied prior to or upon the issuance of such additional revenue bonds; and

**WHEREAS**, the Governing Body hereby finds it necessary and desirable to provide for the issuance and delivery of the Series 2019A Bonds payable from Net Revenues of the Utility and to authorize and provide for the execution and delivery of certain agreements and supporting documents.

**NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:**



**Section 1. Definitions of Words and Terms.** In addition to words and terms defined elsewhere herein or in the Outstanding Parity Bond Resolutions, the following words and terms in this Ordinance shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

**“Act”** means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, specifically including K.S.A. 10-620 *et seq.* and K.S.A. 10-1201 *et seq.*, as amended by Charter Ordinance No. 211, all as amended and supplemented from time to time.

**“Additional Bonds”** means any bonds secured by the Revenues hereafter issued pursuant to the Bond Resolution.

**“Additional Indebtedness”** means, collectively, Additional Bonds and Additional Obligations.

**“Additional Obligations”** means any leases or other obligations of the Issuer payable from the Revenues, other than the Bonds.

**“Bond Reserve Account”** means the Water and Sewer Utility Bond Reserve Account.

**“Bond Resolution”** means collectively the Outstanding Parity Bond Resolutions, the Series 2019A Bond Resolution and any supplemental resolution authorizing any Additional Indebtedness.

**“Bonds”** means, collectively, Outstanding Parity Bonds, the Series 2019A Bonds and any Additional Bonds.

**“City”** means the City of Wichita, Kansas.

**“Clerk”** means the duly appointed and acting Clerk of the City or, in the Clerk's absence, the duly appointed Deputy, Assistant or Acting Clerk.

**“Current Expenses”** means, as applied to either component of the Utility, the Issuer’s reasonable and necessary current expenses of operation, repair and maintenance, and shall include, without limiting the generality of the foregoing, (a) all ordinary and usual expenses of maintenance, repair and operation, which may include expenses not annually recurring, (b) all administrative expenses, (c) any reasonable payments to pension or retirement funds properly chargeable to each component of the Utility, (d) insurance premiums, (e) engineering expenses relating to operation, repair and maintenance, (f) legal expenses, (g) any lawful fiscal agency commissions and expenses in connection with the payment of the principal of and the interest and any redemption premium on Outstanding Bonds, (h) any taxes which may be lawfully imposed on either component of the Utility or the income therefrom and reserves for such taxes, (i) the expenses of collecting rates, fees and charges for the use of and for the services furnished or to be furnished by the Utility, (j) if required by law, the payment of the principal of and the interest on outstanding bonds and other obligations heretofore issued by the Issuer or by improvement districts heretofore annexed by the City to pay the cost of any portion of the Utility to the extent that the special assessments and taxes pledged for the payment of such principal and interest shall be insufficient for such purposes and to the extent that such payment shall not be made from the Improvement Account, and (k) any other expenses required to be paid by the Issuer under the provisions of this Resolution or by law. “Current Expenses” shall *not* include any reserves for extraordinary maintenance or repair, or any allowance for depreciation, the Payment to the City, or any deposits or transfers to the credit of the

Principal and Interest Account, the Bond Reserve Account, the Depreciation and Replacement Account or the Improvement Account.

**“Depreciation and Replacement Account”** means the Water and Sewer Utility Depreciation and Replacement Account.

**“Fiscal Year”** means the twelve month period ending on December 31.

**“Governing Body”** means the duly elected and/or appointed and acting persons comprising the City Council of the Issuer.

**“Gross Revenues”** means all income and revenues derived and collected by the Issuer from the operation of the Utility, including investment and rental income, net proceeds from business interruption insurance and any amounts deposited in escrow in connection with the acquisition, construction, remodeling, renovation and equipping of facilities to be applied during the period of determination to pay interest on Utility Indebtedness, but excluding non-cash contributions capital contributions, any profits or losses on the early extinguishment of debt or on the sale or other disposition, not in the ordinary course of business, of investments or fixed or capital assets.

**“Improvement Account”** means the Water and Sewer Utility Improvement Account.

**“Issuer”** means the City and any successors or assigns.

**“Mayor”** means the duly elected and acting Mayor or, in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the City.

**“Net Revenues”** means, for the period of determination, the amount of the excess of Gross Revenues deposited to the credit of the Revenue Fund, over the Current Expenses of the respective components of the Utility paid from the Revenue Fund during such period; such amount specifically excluding Debt Service Requirements paid, depreciation, amortization and capital expenditures for improvements to the Utility.

**“Ordinance”** means this Ordinance authorizing the issuance of the Bonds.

**“Outstanding Parity Bonds”** means the Outstanding Series 2009B Bonds, Series 2010B Bonds, Series 2011A Bonds, Series 2012A Bonds, Series 2014 Bonds, Series 2015 Bonds, the Series 2016 Bonds, and the Series 2017 Bonds.

**“Outstanding Parity Bond Resolution”** means the ordinances and resolutions authorizing the issuance of the Outstanding Parity Bonds.

**“Parity Bonds”** means the Outstanding Parity Bonds, the Series 2019A Bonds and any Additional Bonds hereafter issued or incurred pursuant to the Bond Resolution and standing on a parity and equality with the Series 2019A Bonds with respect to the Net Revenues.

**“Parity Indebtedness”** means, collectively, the Parity Bonds and Parity Obligations.

**“Parity Obligations”** means any Additional Obligations hereafter issued or incurred pursuant to the Bond Resolution and standing on a parity and equality with the Parity Bonds with respect to the lien on the Net Revenues.

**“Payment to the City”** shall mean the payment to the City’s general fund as a payment for operation of the Utility. The amount of the annual Payment to the City shall be governed by the terms of such ordinances of the City which are then in effect with respect to the then outstanding Utility Indebtedness.

**“Project”** shall mean, collectively, the repairs, alterations, extensions, reconstructions, enlargements or improvements to the Utility referred to in the Preamble hereto, as more fully delineated in the City Clerk’s Certificate as to Proceedings, dated March 1, 2019 and any Substitute Project.

**“Series 2009B Bonds”** means the Issuer’s Water and Sewer Utility Revenue Bonds, Series 2009B (Taxable Under Federal Law), dated June 30, 2009.

**“Series 2010B Bonds”** means the Issuer’s Water and Sewer Utility Revenue Bonds, Series 2010B (Taxable Under Federal Law), dated October 15, 2010.

**“Series 2011A Bonds”** means the Issuer’s Water and Sewer Utility Refunding Revenue Bonds, Series 2011A, dated November 17, 2011.

**“Series 2012A Bonds”** mean the Issuer’s Water and Sewer Utility Revenue Bonds, Series 2012A, dated May 1, 2012.

**“Series 2014 Bonds”** means, collectively, the Series 2014A Bonds and Series 2014B Bonds.

**“Series 2014A Bonds”** means the Issuer’s Water and Sewer Utility Refunding Revenue Bonds, Series 2014A, dated August 1, 2014.

**“Series 2014B Bonds”** means the Issuer’s Water and Sewer Utility Revenue Bonds, Series 2014B, dated December 1, 2014.

**“Series 2015 Bonds”** means, collectively, the Series 2015B Bonds, Series 2015C Bonds and Series 2015D Bonds.

**“Series 2015B Bonds”** means the Issuer’s Water and Sewer Utility Refunding Revenue Bonds, Series 2015B, dated April 1, 2015.

**“Series 2015C Bonds”** means the Issuer’s Water and Sewer Utility Revenue Bonds, Series 2015C, dated November 1, 2015.

**“Series 2015D Bonds”** means the Issuer’s Water and Sewer Utility Refunding Revenue Bonds, Series 2015D, dated November 1, 2015.

**“Series 2016 Bonds”** means, collectively, the Series 2016A Bonds and the Series 2016B Bonds.

**“Series 2016A Bonds”** means the Issuer’s Water and Sewer Utility Revenue Bonds, Series 2016A, dated August 1, 2016.

**“Series 2016B Bonds”** means the Issuer’s Water and Sewer Utility Refunding Revenue Bonds, Series 2016B, dated August 1, 2016.

**“Series 2017 Bonds”** means, collectively, the Series 2017A Bonds and the Series 2017B Bonds.

**“Series 2017A Bonds”** means the Issuer's Water and Sewer Utility Revenue Bonds, Series 2017A, dated June 1, 2017.

**“Series 2017B Bonds”** means the Issuer's Water and Sewer Utility Refunding Revenue Bonds, Series 2017B, dated December 1, 2017.

**“Series 2019A Bond Reserve Subaccount”** shall mean the Water and Sewer Utility Revenue Bonds, Series 2019A Bond Reserve Subaccount created within the Bond Reserve Account.

**“Series 2019A Bonds”** means the Issuer's Water and Sewer Utility Revenue Bonds, Series 2019A, dated March 1, 2019, authorized by this Ordinance.

**“State”** means the State of Kansas.

**“Substitute Project”** means a substitute or additional project of the Utility authorized in the manner set forth in the Bond Resolution.

**“Utility”** shall mean the combined City of Wichita, Kansas Water Utility and Sewer Utility, and any improvements, extensions and enlargements thereto hereafter constructed or acquired.

**“Utility Indebtedness”** means collectively the Bonds and any Additional Obligations which are secured by an interest in, the Gross Revenues.

**Section 2. Authorization of the Series 2019A Bonds.** There shall be issued and hereby are authorized and directed to be issued the Water and Sewer Utility Revenue Bonds, Series 2019A, of the City in the principal amount of \$44,465,000, for the purpose of providing funds to: (a) pay all or a portion of the costs of the Project; (b) make a deposit to the Series 2019A Bond Reserve Subaccount; and (c) pay costs of issuance of the Series 2019A Bonds.

**Section 3. Security for the Series 2019A Bonds.** The Series 2019A Bonds shall be special obligations of the City payable solely from, and secured as to the payment of principal and interest by a pledge of, the Net Revenues, and the City hereby pledges said Net Revenues to the payment of the principal of and interest on the Series 2019A Bonds. The Series 2019A Bonds shall not be or constitute a general obligation of the City, nor shall they constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction, and the taxing power of the City is not pledged to the payment of the Series 2019A Bonds, either as to principal or interest.

The covenants and agreements of the City contained herein and in the Series 2019A Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Series 2019A Bonds, all of which Series 2019A Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Series 2019A Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Ordinance. The Series 2019A Bonds shall stand on a parity and be equally and ratably secured with respect to the payment of principal and interest from the Net Revenues with any Parity Indebtedness. The Series 2019A Bonds shall not have any priority with respect to the payment of principal or interest from said Net Revenues or otherwise over the Parity Indebtedness; and the Parity Indebtedness shall not have any priority with respect to the payment of principal or interest from said Net Revenues or otherwise over the Series 2019A Bonds.

**Section 4. Terms, Details and Conditions of the Series 2019A Bonds.** The Series 2019A Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Bond Resolution hereafter adopted by the governing body of the City.

**Section 5. Rate Covenant.** The City will fix, establish, maintain and collect such rates, fees and charges for the use and services furnished by or through the Utility, including all repairs, alterations, extensions, reconstructions, enlargements or improvements thereto hereafter constructed or acquired by the City, as will produce Gross Revenues sufficient to (a) pay Current Expenses; (b) pay the principal of and interest on the Utility Indebtedness as and when the same become due; and (c) provide reasonable and adequate reserves for the payment of the Parity Bonds and the interest thereon and for the protection and benefit of the Utility as provided in this Ordinance and the Bond Resolution. The Bond Resolution may establish requirements in excess of the requirements set forth herein.

**Section 6. Further Authority.** The Mayor, City Manager, Director of Finance, City Clerk and other City officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

**Section 7. Governing Law.** This Ordinance and the Series 2019A Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

**Section 8. Effective Date.** This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City and publication in the official City newspaper.

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**PASSED** by the City Council of the City of Wichita, Kansas, on February 12, 2019.

(SEAL)

---

Jeff Longwell, Mayor

ATTEST:

---

Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, Director of Law and  
City Attorney

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## CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that said Ordinance was passed on February 12, 2019; that the record of the final vote on its passage is found on page \_\_\_\_ of journal \_\_\_\_; and that the Ordinance or a summary thereof was published in ***The Wichita Eagle*** on February 15, 2019.

DATED: February 15, 2019.

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Karen Sublett, City Clerk

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(PUBLISHED IN *THE WICHITA EAGLE* ON FEBRUARY 15, 2019)

**SUMMARY OF ORDINANCE NO. 50-925**

On February 12, 2019, the governing body of the City of Wichita, Kansas passed an ordinance entitled:

**AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF WATER AND SEWER UTILITY REVENUE BONDS, SERIES 2019A, OF THE CITY OF WICHITA, KANSAS; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.**

The Series 2019A Bonds approved by the Ordinance are being issued in the principal amount of \$44,465,000 to finance improvements to the Water and Sewer Utility of the City (the “Utility”), and constitute special obligations of the City payable solely from, and secured as to the payment of principal and interest by a pledge of, the Net Revenues derived by the City from the operation of the Utility. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, 13th Floor, City Hall, 455 North Main, Wichita, Kansas 67202-1679. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at [www.wichita.gov](http://www.wichita.gov).

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: February 15, 2019.

\_\_\_\_\_  
/s/ Jennifer Magaña

Jennifer Magaña, Director of Law  
and City Attorney

**RESOLUTION NO. 19-055**

**OF**

**THE CITY OF WICHITA, KANSAS**

**ADOPTED**

**FEBRUARY 12, 2019**

**\$44,465,000**  
**WATER AND SEWER UTILITY REVENUE BONDS**  
**SERIES 2019A**

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## TABLE OF CONTENTS

### ARTICLE I

#### DEFINITIONS

Section 101.	Definitions of Words and Terms.....	1
--------------	-------------------------------------	---

### ARTICLE II

#### AUTHORIZATION AND DETAILS OF THE BONDS

Section 201.	Authorization of the Series 2019A Bonds. ....	18
Section 202.	Description of the Series 2019A Bonds. ....	18
Section 203.	Designation of Paying Agent and Bond Registrar. ....	19
Section 204.	Method and Place of Payment of the Bonds. ....	19
Section 205.	Registration, Transfer and Exchange of Bonds. ....	20
Section 206.	Execution, Registration, Authentication and Delivery of Bonds. ....	21
Section 207.	Mutilated, Lost, Stolen or Destroyed Bonds. ....	22
Section 208.	Cancellation and Destruction of Bonds Upon Payment. ....	22
Section 209.	Book-Entry Bonds; Securities Depository. ....	22
Section 210.	Nonpresentment of Bonds. ....	23
Section 211.	Calculation of Debt Service Requirements. ....	23
Section 212.	Preliminary and Final Official Statement. ....	26
Section 213.	Sale of the Series 2019A Bonds. ....	26
<b>Section 214.</b>	Parity Bond Certification. ....	26

### ARTICLE III

#### REDEMPTION OF BONDS

Section 301.	Redemption by Issuer. ....	26
<b>Section 302.</b>	Selection of Bonds to be Redeemed. ....	27
<b>Section 303.</b>	Notice and Effect of Call for Redemption. ....	28

### ARTICLE IV

#### SECURITY FOR BONDS

Section 401.	Security for the Bonds. ....	30
--------------	------------------------------	----

### ARTICLE V

#### ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF BOND PROCEEDS AND OTHER MONEYS

Section 501.	Creation of Funds and Accounts. ....	30
Section 502.	Deposit of Series 2019A Bond Proceeds. ....	31
Section 503.	Application of Moneys in the Rebate Fund. ....	31

Section 504.	Application of Moneys in the Costs of Issuance Account. ....	32
Section 505.	Application of Moneys in the Project Fund. ....	32
Section 506.	Substitute Project; Reallocation of Proceeds. ....	32

## **ARTICLE VI**

### **COLLECTION AND APPLICATION OF REVENUES**

Section 601.	Revenue Fund. ....	32
Section 602.	Application of Moneys in Funds and Accounts. ....	33
Section 603.	Transfer of Funds to Paying Agent. ....	35
Section 604.	Payments Due on Saturdays, Sundays and Holidays. ....	35

## **ARTICLE VII**

### **DEPOSIT AND INVESTMENT OF MONEYS**

Section 701.	Deposits and Investment of Moneys. ....	35
--------------	---	----

## **ARTICLE VIII**

### **GENERAL COVENANTS AND PROVISIONS**

Section 801.	Efficient and Economical Operation. ....	36
Section 802.	Rate Covenant. ....	36
Section 803.	Restrictions on Mortgage or Sale of Utility. ....	37
Section 804.	Insurance. ....	37
Section 805.	Books, Records and Accounts. ....	38
Section 806.	Annual Budget. ....	38
Section 807.	Annual Audit. ....	38
Section 808.	Right of Inspection. ....	38
Section 809.	Performance of Duties and Covenants. ....	38
Section 810.	Report on Utility Condition. ....	39

## **ARTICLE IX**

### **ADDITIONAL BONDS AND OBLIGATIONS**

Section 901.	Prior Lien Bonds. ....	39
Section 902.	Parity Indebtedness. ....	39
Section 903.	Subordinate Lien Indebtedness. ....	41
Section 904.	Refunding Indebtedness. ....	41

## **ARTICLE X**

### **DEFAULT AND REMEDIES**

Section 1001.	Remedies. ....	41
Section 1002.	Limitation on Rights of Owners. ....	44
Section 1003.	Remedies Cumulative. ....	44
Section 1004.	No Obligation to Levy Taxes. ....	45

<b>Section 1005.</b>	Control of Remedies Upon an Event of Default and Event of Insolvency. ....	45
----------------------	--	----

## **ARTICLE XI**

### **DEFEASANCE**

Section 1101.	Defeasance. ....	45
---------------	------------------	----

## **ARTICLE XII**

### **TAX COVENANTS**

<b>Section 1201.</b>	General Covenants. ....	46
Section 1202.	Survival of Covenants. ....	46

## **ARTICLE XIII**

### **CONTINUING DISCLOSURE REQUIREMENTS**

Section 1301.	Disclosure Requirements. ....	46
Section 1302.	Failure to Comply with Continuing Disclosure Requirements. ....	46

## **ARTICLE XIV**

### **MISCELLANEOUS PROVISIONS**

Section 1401.	Amendments. ....	47
Section 1402.	Notices, Consents and Other Instruments by Owners. ....	48
Section 1403.	Notices. ....	48
Section 1404.	Payment Procedure Pursuant to the Bond Insurance Policy ....	48
Section 1405.	Inconsistent Provisions. ....	50
Section 1406.	Electronic Transactions. ....	51
Section 1407.	Further Authority. ....	51
Section 1408.	Severability. ....	51
Section 1409.	Governing Law. ....	51
Section 1410.	Effective Date. ....	51

<i>EXHIBIT A</i>	– FORM OF SERIES 2019A BONDS .....	A-1
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## RESOLUTION NO. 19-055

**A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF WATER AND SEWER UTILITY REVENUE BONDS, SERIES 2019A, OF THE CITY OF WICHITA, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 50-925 OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.**

---

**WHEREAS**, the Issuer has heretofore passed the Ordinance authorizing the issuance of the Series 2019A Bonds; and

**WHEREAS**, the Ordinance authorized the governing body of the Issuer to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Series 2019A Bonds;

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:**

### ARTICLE I

#### DEFINITIONS

**Section 101. Definitions of Words and Terms.** In addition to words and terms defined elsewhere herein and in the Outstanding Parity Bond Resolutions, the following words and terms as used in this Bond Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

**“Act”** means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, specifically including K.S.A. 10-620 *et seq.* and K.S.A. 10-1201 *et seq.*, as amended by Charter Ordinance No. 211, all as amended and supplemented from time to time.

**“Additional Bonds”** means any bonds secured by the Gross Revenues hereafter issued pursuant to the Bond Resolution; provided that any General Obligation Indebtedness shall not constitute Additional Bonds.

**“Additional Obligations”** means any leases or other obligations of the Issuer payable from the Gross Revenues, other than the Bonds.

**“AGM”** means Assured Guaranty Municipal Corp., a New York domiciled financial guaranty insurance company, or any successor thereto.

**“Annual Budget”** means with respect to the Utility, the City’s budget of estimated receipts and expenditures on account of all Funds and Accounts created under the provisions of the Bond Resolution,

including a budget of Current Expenses, for any Fiscal Year and adopted pursuant to the provisions of **Section 806** of the Bond Resolution.

**“Authorized Denomination”** means \$5,000 or any integral multiples thereof.

**“Authorized Investments”** shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative:

- (a) investments authorized by K.S.A. 12-1675 and amendments thereto;
- (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto;
- (c) direct obligations of the United States Government or any agency thereof;
- (d) the Issuer's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto;
- (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c);
- (f) obligations of the federal national mortgage association, federal home loan banks or the federal home loan mortgage corporation;
- (g) repurchase agreements for securities described in (c) or (f);
- (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody's or Standard & Poor's;
- (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f);
- (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f);
- (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same;
- (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f); or
- (m) other investment obligations authorized by the laws of the State and approved in writing by the Bond Insurer, all as may be further restricted or modified by amendments to applicable State law.

**“Balloon Indebtedness”** means Long-Term Indebtedness, 25% or more of the original principal amount of which becomes due (either by maturity or mandatory redemption) during any consecutive



twelve-month period, if such principal amount becoming due is not required to be amortized below such percentage by mandatory redemption or prepayment prior to such twelve-month period.

**“BAM”** means Build America Mutual Assurance Company, a New York domiciled mutual insurance corporation, or any successor thereto.

**“Beneficial Owner”** of Bonds includes any Owner of Bonds and any other Person who, directly or indirectly has the investment power with respect to any such Bonds.

**“Bond Counsel”** means the firm of Gilmore & Bell, P.C., or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the Issuer.

**“Bond Insurance Policy”** means: (a) with respect to the Series 2017A Bonds, the municipal bond insurance policy issued by AGM with respect to the Insured Series 2017A Bonds, concurrently with the delivery of the Insured Series 2017A Bonds guaranteeing the scheduled payment when due of the principal of and interest on the Insured Series 2017A Bonds; (b) with respect to the Series 2019A Bonds, the municipal bond insurance policy issued by AGM with respect to the Insured Series 2019A Bonds, concurrently with the delivery of the Insured Series 2019A Bonds guaranteeing the scheduled payment when due of the principal of and interest on the Insured Series 2019A Bonds; and (c) the municipal bond insurance policy or financial guaranty insurance policy issued by the Bond Insurer concurrently with the delivery of any other Utility Indebtedness guaranteeing the scheduled payment when due of the principal of and interest on such Utility Indebtedness.

**“Bond Insurer”** means: (a) with respect to the Insured Series 2017A Bonds, AGM; (b) with respect to the Insured Series 2019A Bonds, BAM; and (c) the entity set forth in the supplemental resolution authorizing any other Additional Indebtedness.

**“Bond Payment Date”** means any date on which principal of or interest on any Bond is payable.

**“Bond Register”** means the books for the registration, transfer and exchange of Bonds kept at the office of the Bond Registrar.

**“Bond Registrar”** means: (a) with respect to the Series 2019A Bonds, the State Treasurer, and its successors and assigns; and (b) with respect to Additional Bonds, the entity designated as Bond Registrar in the supplemental resolution authorizing such Additional Bonds.

**“Bond Reserve Account”** means the Water and Sewer Utility Bond Reserve Account.

**“Bond Reserve Requirement”** means, collectively, the bond reserve requirement for each series of Outstanding Parity Bonds, the Series 2019A Bond Reserve Requirement and any bond reserve requirement for any subsequent series of Parity Bonds.

**“Bond Resolution”** means collectively the Outstanding Parity Bond Resolutions, the Series 2019A Bond Resolution and any supplemental resolution authorizing any Additional Indebtedness.

**“Bonds”** means, collectively, Outstanding Parity Bonds, the Series 2019A Bonds and any Additional Bonds.

**“Business Day”** means a day other than a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the Legislature of the State and on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

**“Cede & Co.”** means Cede & Co., as nominee of DTC and any successor nominee of DTC.

**“City”** means the City of Wichita, Kansas.

**“City Manager”** means the duly appointed and acting City Manager of the Issuer or, in the Manager's absence, the duly appointed Deputy, Assistant or Acting City Manager of the Issuer.

**“Clerk”** means the duly appointed and/or elected Clerk or, in the Clerk's absence, the duly appointed Deputy Clerk or Acting Clerk of the Issuer.

**“Code”** means the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated thereunder by the United States Department of the Treasury.

**“Consultant”** means the Consulting Engineer, the Independent Accountant or an independent consultant qualified and having a favorable reputation for skill and experience in financial affairs selected by the Issuer for the purpose of carrying out the duties imposed on the Consultant by the Bond Resolution.

**“Consulting Engineer”** means an independent engineer or engineering firm or architect or architectural firm, having a favorable reputation for skill and experience in the construction, financing and operation of public utilities, at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Consulting Engineer by the Bond Resolution.

**“Costs of Issuance”** means all costs of issuing any series of Bonds, including all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, all expenses incurred in connection with receiving financial ratings on any series of Bonds, and any premiums or expenses incurred in obtaining any credit enhancement.

**“Costs of Issuance Account”** means Costs of Issuance Account for Water and Sewer Utility Revenue Bonds, Series 2019A.

**“Current Expenses”** means, as applied to either component of the Utility, the Issuer’s reasonable and necessary current expenses of operation, repair and maintenance, and shall include, without limiting the generality of the foregoing, (a) all ordinary and usual expenses of maintenance, repair and operation, which may include expenses not annually recurring, (b) all administrative expenses, (c) any reasonable payments to pension or retirement funds properly chargeable to each component of the Utility, (d) insurance premiums, (e) engineering expenses relating to operation, repair and maintenance, (f) legal expenses, (g) any lawful fiscal agency commissions and expenses in connection with the payment of the principal of and the interest and any redemption premium on Outstanding Bonds, (h) any taxes which may be lawfully imposed on either component of the Utility or the income therefrom and reserves for such taxes, (i) the expenses of collecting rates, fees and charges for the use of and for the services furnished or to be furnished by the Utility, (j) if required by law, the payment of the principal of and the interest on outstanding bonds and other obligations heretofore issued by the Issuer or by improvement districts heretofore annexed by the City to pay the cost of any portion of the Utility to the extent that the special assessments and taxes pledged for the payment of such principal and interest shall be insufficient for such purposes and to the extent that such payment shall not be made from the Improvement Account, and (k) any other expenses required to be paid by the Issuer under the provisions of this Resolution or by law.

“Current Expenses” shall **not** include any reserves for extraordinary maintenance or repair, or any allowance for depreciation, the Payment to the City, or any deposits or transfers to the credit of the Principal and Interest Account, the Bond Reserve Account, the Depreciation and Replacement Account or the Improvement Account.

“**Dated Date**” means, with respect to the Series 2019A Bonds, March 1, 2019.

“**Debt Service Coverage Ratio**” means, for any Fiscal Year: (a) with respect to the rate covenants, the ratio determined by dividing (i) a numerator equal to the Net Revenues Available for Debt Service for such Fiscal Year by (ii) a denominator equal to the Debt Service Requirements for such Fiscal Year; and (b) with respect to Additional Indebtedness, the ratio determined by dividing (i) a numerator equal to the average Net Revenues Available for Debt Service for the two (2) prior Fiscal Years by (ii) a denominator equal to the Maximum Annual Debt Service; provided that with respect to Additional Indebtedness that are proposed to be Parity Indebtedness, Debt Service Requirements on Subordinate Lien Obligations and General Obligation Indebtedness shall be disregarded.

“**Debt Service Requirements**” means the aggregate principal payments (whether at maturity or pursuant to scheduled mandatory sinking fund redemption requirements) and interest payments on the Bonds for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

“**Defaulted Interest**” means interest on any Bond which is payable but not paid on any Interest Payment Date.

“**Defeasance Obligations**” means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) such obligations are rated in a rating category by Moody's or Standard & Poor's that is no lower than the rating category then assigned by that Rating Agency to United States Government Obligations.

**“Depreciation and Replacement Account”** means the Water and Sewer Utility Depreciation and Replacement Account.

**“Depreciation and Replacement Account Requirement”** means an amount equal fifteen percent (15%) of the Operating Revenues of the Utility for the preceding Fiscal Year

**“Derivative”** means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

**“Director of Finance”** means the duly appointed and acting Director of Finance of the Issuer or, in the Director's absence, the duly appointed Deputy, Assistant or Acting Director of Finance of the Issuer.

**“Disclosure Undertaking”** means the Issuer's Continuing Disclosure Undertaking, dated as of March 1, 2019, for the Series 2019A Bonds, relating to certain obligations contained in the SEC Rule.

**“Discount Indebtedness”** means Long-Term Indebtedness that is originally sold at a price (excluding accrued interest, but without deduction of any underwriters' discount) of less than 75% of the maturity amount including the amount of principal and interest to accrete at maturity of such Long-Term Indebtedness.

**“DTC”** means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns, including any successor securities depository duly appointed.

**“Event of Default”** means each of the following occurrences or events:

(a) Payment of the principal and of the redemption premium, if any, of any of the Utility Indebtedness shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise; or

(b) Payment of any installment of interest on any Utility Indebtedness shall not be made when the same shall become due; or

(c) The Issuer shall for any reason be rendered incapable of fulfilling its obligations hereunder;  
or

(d) Any substantial part of the Utility shall be destroyed or damaged to the extent of impairing its efficient operation or adversely affecting its Gross Revenues and the Issuer shall not within a reasonable

time commence the repair, replacement or reconstruction thereof and proceed thereafter to complete with reasonable dispatch the repair, replacement or reconstruction thereof; or

(e) Final judgment for the payment of money shall be rendered against the Issuer as a result of the ownership, control or operation of the Utility and any such judgment shall not be discharged within one hundred twenty (120) days from the entry thereof or an appeal shall not be taken therefrom or from the order, decree or process upon which or pursuant to which such judgment shall have been granted or entered, in such manner as to stay the execution of or levy under such judgment, order, decree or process or the enforcement thereof; or

(f) An order or decree shall be entered, with the consent or acquiescence of the Issuer, appointing a receiver or receivers of the Utility or any part thereof or of the Gross Revenues thereof, or if such order or decree, having been entered without the consent or acquiescence of the Issuer, shall not be vacated or discharged or stayed on appeal within sixty (60) days after the entry thereof; or

(g) Any proceeding shall be instituted, with the consent or acquiescence of the Issuer, for the purpose of effecting a composition between the Issuer and its creditors or for the purpose of adjusting the claims of such creditors pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are under any circumstances payable from the Net Revenues Available for Debt Service; or

(h) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in Utility Indebtedness or in the Bond Resolution (other than the covenants relating to continuing disclosure) on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Owner of any of Utility Indebtedness then Outstanding; or

In determining whether an Event of Default shall have occurred with respect to the due and prompt payment of the Debt Service Requirements on any Insured Bonds no effect shall be given to payments made under any Bond Insurance Policy.

**“Federal Tax Certificate”** means the Issuer's Federal Tax Certificate dated as of the Issue Date, as the same may be amended or supplemented in accordance with the provisions thereof.

**“Financeable Costs”** means the amount of expenditure for a Project which has been duly authorized by action of the Governing Body to be financed by Utility Indebtedness, less: (a) the amount of any Utility Indebtedness of the Issuer which is currently Outstanding and available to pay such Financeable Costs; and (b) any amount of Financeable Costs which has been previously paid by the Issuer or by any eligible source of funds unless such amounts are entitled to be reimbursed to the Issuer under State or federal law.

**“Fiscal Year”** means the twelve-month period ending on December 31.

**“Funds and Accounts”** means funds and accounts created pursuant to or referred to in the Bond Resolution.

**“General Obligation Indebtedness”** means any of the Issuer’s general obligation bonds issued for improvements to the Utility.

**“Governing Body”** means the duly elected and/or appointed and acting persons comprising the City Council of the Issuer.

**“Gross Revenues”** means all income and revenues derived and collected by the Issuer from the operation of the Utility, including investment and rental income, net proceeds from business interruption insurance and any amounts deposited in escrow in connection with the acquisition, construction, remodeling, renovation and equipping of facilities to be applied during the period of determination to pay interest on Utility Indebtedness, but excluding non-cash contributions capital contributions, any profits or losses on the early extinguishment of debt or on the sale or other disposition, not in the ordinary course of business, of investments or fixed or capital assets.

**“Improvement Account”** means the Water and Sewer Utility Improvement Account.

**“Independent Accountant”** means an independent certified public accountant or firm of independent certified public accountants at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Independent Accountant by the Bond Resolution.

**“Index Rate”** means the rate of interest set forth in *The Bond Buyer* Revenue Bond Index (or, in the event that *The Bond Buyer* does not compile such index or ceases publication, another comparable publication recognized in the municipal bond market) published for the week immediately preceding the date of determination.

**“Insured Bonds”** means the Insured Series 2017A Bonds, Insured Series 2019A Bonds and any other Utility Indebtedness of which the scheduled payment of principal and interest is guaranteed by a Bond Insurance Policy.

**“Insured Series 2017A Bonds”** means the 2017A Bonds scheduled to mature in the years 2031, 2033, and 2037.

**“Insured Series 2019A Bonds”** means the 2019A Bonds scheduled to mature in the years 2032 through 2039, inclusive.

**“Insurer’s Fiscal Agent”** means, with respect to the Insured Series 2019A Bonds, the agent designated by the Bond Insurer pursuant to the Bond Insurance Policy.

**“Interest Payment Date(s)”** means: (a) with respect to the Series 2019A Bonds, the Stated Maturity of an installment of interest on the Series 2019A Bonds which shall be April 1 and October 1 of each year, commencing October 1, 2019; (b) with respect to the Outstanding Parity Bonds, the Stated Maturity of an installment of interest on such Outstanding Parity Bond Resolutions, and (c) with respect to Additional Indebtedness, the Stated Maturity of an installment of interest on such Additional Indebtedness, as set forth in the supplemental resolution authorizing such Additional Indebtedness.

**“Interim Indebtedness”** means Utility Indebtedness having a term not less than one year, and not in excess of five years, incurred or assumed in anticipation of being refinanced or refunded with Long-Term Indebtedness.

**“Issue Date”** means the date when the Issuer delivers any series of Utility Indebtedness to the Purchaser in exchange for the Purchase Price.

**“Issuer”** means the City and any successors or assigns.

**“Long-Term Indebtedness”** means Utility Indebtedness having an original stated maturity or term greater than five years, or renewable or extendible at the option of the debtor for a period greater than one year from the date of original issuance or incurrence thereof.

**“Maturity”** when used with respect to any Utility Indebtedness means the date on which the principal of such Utility Indebtedness becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

**“Mayor”** means the duly elected and acting Mayor, or in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the Issuer.

**“Maximum Annual Debt Service”** means the maximum amount of Debt Service Requirements as computed for the then current or any future Fiscal Year; provided that the Debt Service Requirements in the final Stated Maturity of any series of Utility Indebtedness shall be reduced by the value of cash and Permitted Investments on deposit in the Bond Reserve Subaccount for such series, so long as the Bond Reserve Subaccount for such Utility Indebtedness is maintained at the Bond Reserve Requirement.

**“Moody's”** means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Moody's” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

**“Net Proceeds”** shall mean any insurance proceeds or condemnation awards, paid with respect to the Utility, remaining after the payment therefrom of all expenses incurred in the collection thereof.

**“Net Revenues”** means, for the period of determination, the amount of the excess of Gross Revenues deposited to the credit of the Revenue Fund, over the Current Expenses of the respective components of the Utility paid from the Revenue Fund during such period; such amount specifically excluding Debt Service Requirements paid, depreciation, amortization and capital expenditures for improvements to the Utility.

**“Net Revenues Available for Debt Service”** means the Net Revenues.

**“Notice Address”** means with respect to the following entities:

(a) To the Issuer at:

Department of Finance  
12th Floor, City Hall  
455 North Main  
Wichita, Kansas 67202-1679  
Fax: (316) 858-7520

(b) To the Paying Agent at:

**Series 2019A Bonds:**

State Treasurer of the State of Kansas  
Landon Office Building  
900 Southwest Jackson, Suite 201  
Topeka, Kansas 66612-1235



Fax: (785) 296-6976

- (c) To the Purchaser:

**Series 2019A Bonds:**

Mesirow Financial, Inc.  
353 N. Clark Street  
Chicago, Illinois 60654  
Fax: (312) 595-4246

- (d) To the Rating Agency(ies):

Moody's Municipal Rating Desk  
7 World Trade Center  
250 Greenwich Street  
23rd Floor  
New York, New York 10007

S&P Global Ratings, a division of S&P Global Inc.  
55 Water Street, 38th Floor  
New York, New York 10004

- (e) To the Bond Insurer:

**Insured Series 2017A Bonds:**

Assured Guaranty Municipal Corp.  
31 West 52nd Street  
New York, New York 10019  
Telephone: (212) 826-0100; Fax: (212) 339-3529

**Insured Series 2019A Bonds:**

Build America Mutual Assurance Company  
1 World Financial Center, 27<sup>th</sup> Floor  
200 Liberty Street  
New York, New York 10281  
Telephone: (212) 235-2500; Fax: (212) 962-1710

or such other address as is furnished in writing to the other parties referenced herein.

**“Notice Representative”** means:

- (a) With respect to the Issuer, the Clerk.
- (b) With respect to the Bond Registrar and Paying Agent, the Director of Bond Services.
- (c) With respect to any Purchaser, the manager of its Municipal Bond Department.
- (d) With respect to any Rating Agency, any Vice President thereof.

N. (e) With respect to AGM: Attn: Managing Director – Surveillance – Re: Policy No. 218222-

(f) With respect to BAM: Attn: Attn: General Counsel – Re: Policy No. [\_\_\_\_\_].

**“Official Statement”** means Issuer’s Official Statement relating to the Series 2019A Bonds.

**“Operating Revenues”** shall mean the Gross Revenues, less investment income and less Current Expenses.

**“Ordinance”** means Ordinance No. 50-925 of the Issuer authorizing the issuance of the Series 2019A Bonds, as amended from time to time.

**“Outstanding”** means, when used with reference to any Utility Indebtedness, as of a particular date of determination, all Utility Indebtedness theretofore, authenticated and delivered, except the following Utility Indebtedness:

(a) Utility Indebtedness theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation pursuant to the Bond Resolution;

(b) Utility Indebtedness deemed to be paid in accordance with the provisions of the Bond Resolution;

(c) Utility Indebtedness in exchange for or in lieu of which other Utility Indebtedness has been authenticated and delivered under the Bond Resolution; and

(d) Utility Indebtedness, the principal or interest of which has been paid by the Bond Insurer.

**“Outstanding Parity Bond Resolution”** means the ordinances and resolutions authorizing the issuance of the Outstanding Parity Bonds.

**“Outstanding Parity Bonds”** means the Outstanding Series 2009B Bonds, Series 2010B Bonds, Series 2011A Bonds, Series 2012A Bonds, Series 2014 Bonds, Series 2015 Bonds, Series 2016 Bonds, and Series 2017 Bonds.

**“Owner”** when used with respect to any Utility Indebtedness means the Person in whose name such Utility Indebtedness is registered on the Bond Register. Whenever consent of the Owners is required pursuant to the terms of the Bond Resolution, and the Owner of the Utility Indebtedness, as set forth on the Bond Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Utility Indebtedness.

**“Parity Bonds”** means the Outstanding Parity Bonds, the Series 2019A Bonds and any Additional Bonds hereafter issued or incurred pursuant to the Bond Resolution and standing on a parity and equality with the Series 2019A Bonds with respect to the Net Revenues.

**“Parity Indebtedness”** means, collectively, the Parity Bonds and Parity Obligations.

**“Parity Obligations”** means any Additional Obligations hereafter issued or incurred pursuant to the Bond Resolution and standing on a parity and equality with the Parity Bonds with respect to the lien on the Net Revenues.

**“Parity Resolution”** means, collectively, the Outstanding Parity Bond Resolution, the Series 2019A Bond Resolution and the ordinances and/or resolutions under which any Additional Bonds which constitute Parity Bonds are hereafter issued.

**“Participants”** means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

**“Paying Agent”** means: (a) with respect to the Outstanding Parity Bonds and the Series 2019A Bonds, the State Treasurer, and its successors and assigns; and (b) with respect to Additional Indebtedness, the entity designated as Paying Agent in the supplemental resolution authorizing such Additional Indebtedness.

**“Payment to the City”** shall mean the payment to the City’s general fund as a payment for operation of the Utility. The amount of the annual Payment to the City shall be governed by the terms of such ordinances of the City which are then in effect with respect to the then outstanding Utility Indebtedness.

**“Person”** means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

**“Pre-2010 Bonds”** means the Series 2009B Bonds.

**“Pre-2014 Bonds”** means, collectively, the Pre-2010 Bonds, the Series 2010B Bonds, the Series 2011A Bonds and the Series 2012A Bonds.

**“Principal and Interest Account”** shall mean the Water and Sewer Utility Principal and Interest Account.

**“Project”** shall mean, collectively, the repairs, alterations, extensions, reconstructions, enlargements or improvements to the Utility referred to in the Ordinance and any Substitute Project.

**“Project Costs”** shall mean, as applied to the Projects, any and all costs and expenses incurred in connection with the acquisition or construction of the Projects, and shall include, without intending thereby to limit or restrict any proper definition of such words under the provisions of the Act, the following:

(a) Obligations incurred for labor and to contractors, builders and materialmen in connection with the construction of the Projects, for machinery and equipment, and for the restoration of property damaged or destroyed in connection with such construction;

(b) Taxes or other municipal or governmental charges lawfully levied or assessed during construction upon the Projects or any property acquired therefor, and premiums on insurance (if any) in connection with the Projects during the construction thereof;

(c) Fees and expenses of engineers, including the Consulting Engineers, for studies, surveys and estimates, engineering, and the preparation of plans and supervision of construction, as well as for the performance of all other duties of engineers in relation to the acquisition and construction of the Projects or the issuance of financing therefor;

(d) Expenses of administration properly chargeable to the Projects, legal expenses and fees, financing charges, costs of audits and of preparing and issuing the Bonds, and all other items of expense not elsewhere in this definition specified but incident to the acquisition and construction of the Projects and the placing of the same in operation and to the acquisition of real estate, franchises and rights-of-way therefor, including abstracts of title and title insurance, and the financing thereof, including specifically the Costs of Issuance;

(e) The costs of acquiring by purchase, if such purchase shall be deemed expedient, and the amount of award or final judgment in or any settlement or compromise of any proceedings to acquire by condemnation, such property, lands, property rights, rights-of-way, franchises, easements and other interests in land as may be deemed necessary or convenient for the acquisition or construction of the Projects, or the operation thereof, options and partial payments thereon, and the amount of any damages incident to or consequent upon the acquisition or construction of the Projects; and

(f) Any obligation or expense heretofore or hereafter incurred by the City and any amounts heretofore or hereafter advanced by the City or by any agency of the State or the Federal Government for any of the foregoing purposes, specifically including the payment and retirement of any temporary financing which may have previously been issued for any individual Project.

**“Project Fund”** with respect to the Series 2019A Bonds, shall mean, collectively, the Series 2019A Sewer Projects Fund and the Series 2019A Water Projects Fund.

**“Purchase Price”** means, with respect to the Series 2019A Bonds, 100% of the principal amount of the Series 2019A Bonds, plus accrued interest to the date of delivery, plus a premium of \$2,495,510.87.

**“Purchaser”** means, with respect to the Series 2019A Bonds, Mesirow Financial, Inc., Chicago, Illinois, the original purchaser of the Series 2019A Bonds, and any successor and assigns.

**“Put Indebtedness”** means Long-Term Indebtedness which is (a) payable or required to be purchased or redeemed from the holder by or on behalf of the underlying obligor, at the option of the holder thereof, prior to its stated maturity date, or (b) payable or required to be purchased or redeemed from the holder by or on behalf of the underlying obligor, other than at the option of the holder, prior to its stated maturity date, other than pursuant to any mandatory sinking fund or other similar fund, or other than by reason of acceleration upon the occurrence of an Event of Default under this Bond Resolution.

**“Rating Agency”** means any company, agency or entity that provides financial ratings for any Utility Indebtedness.

**“Rebate Fund”** means the Rebate Fund for Water and Sewer Revenue Bonds, Series 2019A.

**“Record Dates”** for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

**“Redemption Date”** when used with respect to any Utility Indebtedness to be redeemed means the date fixed for the redemption of such Utility Indebtedness pursuant to the terms of the Bond Resolution.

**“Redemption Price”** when used with respect to any Utility Indebtedness to be redeemed means the price at which such Utility Indebtedness is to be redeemed pursuant to the terms of the Bond Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

**“Refunding Indebtedness”** means Utility Indebtedness issued for the purpose of refunding any Outstanding Utility Indebtedness.

**“Replacement Bonds”** means Bonds issued to the Beneficial Owners of the Bonds in accordance with *Section 209* hereof.

**“Revenue Fund”** means the Water and Sewer Utility Revenue Fund.

**“SEC Rule”** means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

**“Securities Depository”** means, initially, DTC, and its successors and assigns.

**“Series 2009B Bond Resolution”** means collectively the Issuer's Ordinance No. 48-351 and Resolution No. 09-174, as amended by Resolution No. 09-187, which authorized the Series 2009B Bonds.

**“Series 2009B Bonds”** means the Issuer’s Water and Sewer Utility Revenue Bonds, Series 2009B (Taxable Under Federal Law), dated June 30, 2009.

**“Series 2010B Bond Resolution”** means collectively the Issuer's Ordinance No. 48-834 and Resolution No. 10-257, which authorized the Series 2010B Bonds.

**“Series 2010B Bonds”** means the Issuer’s Water and Sewer Utility Revenue Bonds, Series 2010B (Taxable Under Federal Law), dated October 15, 2010.

**“Series 2011A Bond Resolution”** means collectively the Issuer's Ordinance No. 49-148 and Resolution No. 11-260, which authorized the Series 2011A Bonds.

**“Series 2011A Bonds”** means the Issuer’s Water and Sewer Utility Refunding Revenue Bonds, Series 2011A, dated November 17, 2011.

**“Series 2012A Bond Resolution”** means collectively the Issuer's Ordinance No. 49-266 and Resolution No. 12-090 which authorized the Series 2012A Bonds.

**“Series 2012A Bonds”** mean the Issuer’s Water and Sewer Utility Revenue Bonds, Series 2012A, dated May 1, 2012.

**“Series 2014 Bonds”** means, collectively, the Series 2014A Bonds and Series 2014B Bonds.

**“Series 2014A Bond Resolution”** means collectively the Issuer's Ordinance No. 49-786 and Resolution No. 14-188 which authorized the Series 2014A Bonds.

**“Series 2014A Bonds”** means the Issuer's Water and Sewer Utility Refunding Revenue Bonds, Series 2014A, dated August 1, 2014.

**“Series 2014B Bond Resolution”** means collectively the Issuer's Ordinance No. 49-901 and Resolution No. 14-370, which authorized the Series 2014B Bonds.

**“Series 2014B Bonds”** means the Issuer's Water and Sewer Utility Revenue Bonds, Series 2014B, dated December 1, 2014.

**“Series 2015 Bonds”** means, collectively, the Series 2015B Bonds, Series 2015C Bonds and Series 2015D Bonds.

**“Series 2015B Bond Resolution”** means collectively the Issuer's Ordinance No. 49-975 and Resolution No. 15-086, which authorized the Series 2015B Bonds.

**“Series 2015B Bonds”** means the Issuer's Water and Sewer Utility Refunding Revenue Bonds, Series 2015B, dated April 1, 2015.

**“Series 2015C Bond Resolution”** means collectively the Issuer's Ordinance No. 50-096 and Resolution No. 15-341, which authorized the Series 2015C Bonds.

**“Series 2015C Bonds”** means the Issuer's Water and Sewer Utility Revenue Bonds, Series 2015C, dated November 1, 2015.

**“Series 2015D Bond Resolution”** means collectively the Issuer's Ordinance No. 50-097 and Resolution No. 15-342, which authorized the Series 2015D Bonds.

**“Series 2015D Bonds”** means the Issuer's Water and Sewer Utility Refunding Revenue Bonds, Series 2015D, dated November 1, 2015.

**“Series 2016 Bond Resolution”** means, collectively, the Series 2016A Bond Resolution and the Series 2016B Bond Resolution.

**“Series 2016 Bonds”** means, collectively, the Series 2016A Bonds and the Series 2016B Bonds.

**“Series 2016A Bond Resolution”** means collectively the Issuer's Ordinance No. 50-294 and Resolution No. 16-200, which authorized the Series 2016A Bonds.

**“Series 2016A Bonds”** means the Issuer's Water and Sewer Utility Revenue Bonds, Series 2016A, dated August 1, 2016.

**“Series 2016B Bond Resolution”** means collectively the Issuer's Ordinance No. 50-295 and Resolution No. 16-201, which authorized the Series 2016B Bonds.

**“Series 2016B Bonds”** means the Issuer's Water and Sewer Utility Refunding Revenue Bonds, Series 2016B, dated August 1, 2016.

**“Series 2017 Bonds”** means, collectively, the Series 2017A Bonds and the Series 2017B Bonds.

**“Series 2017A Bond Resolution”** means collectively the Issuer's Ordinance No. 50-536 and Resolution No. 17-187, which authorized the Series 2017A Bonds.

**“Series 2017A Bonds”** means the Issuer's Water and Sewer Utility Revenue Bonds, Series 2017A, dated June 1, 2017.

**“Series 2017B Bond Resolution”** means collectively the Issuer's Ordinance No. 50-650 and Resolution No. 17-454, which authorized the Series 2017B Bonds.

**“Series 2017B Bonds”** means the Issuer's Water and Sewer Utility Refunding Revenue Bonds, Series 2017B, dated December 1, 2017.

**“Series 2019A Bond Reserve Requirement”** shall mean a sum equal to greater of the amount of interest which shall become due and payable on the Series 2019A Bonds during the next Fiscal Year (determined in each year) or the maximum amount of interest which shall become due and payable on the Series 2019A Bonds in any subsequent year, except that, in no event shall the amount of the 2019A Bond Reserve Requirement ever exceed the amount which is the lesser of ten percent (10%) of the original principal amount of the Series 2019A Bonds (determined as of the date of issuance of the Series 2019A Bonds), the maximum annual principal and interest requirements on the Series 2019A Bonds (determined as of the date of issuance of the Series 2019A Bonds), or one hundred twenty-five percent (125%) of the average annual debt service on the Series 2019A Bonds (determined as of the date of issuance of the Series 2019A Bonds).

**“Series 2019A Bond Reserve Subaccount”** shall mean the Water and Sewer Utility Revenue Bonds, Series 2019A, Bond Reserve Subaccount created within the Bond Reserve Account.

**“Series 2019A Bond Resolution”** means collectively the Issuer's Ordinance and this Resolution, which authorized the Series 2019A Bonds.

**“Series 2019A Bonds”** means the Issuer's Water and Sewer Utility Revenue Bonds, Series 2019A, dated March 1, 2019, authorized and issued by the Issuer pursuant to the Ordinance and the Series 2019A Bond Resolution.

**“Series 2019A Costs of Issuance Account”** shall mean the Water and Sewer Utility Revenue Bonds, Series 2019A, Costs of Issuance Account created by this Resolution.

**“Series 2019A Principal and Interest Subaccount”** shall mean the Water and Sewer Utility Revenue Bonds, Series 2019A, Principal and Interest Subaccount created by this Resolution within the Principal and Interest Account.

**“Series 2019A Sewer Projects”** means the Sewer Utility projects financed, in whole or in part, by the Series 2019A Bonds, as described in this Series 2019A Bond Resolution.

**“Series 2019A Sewer Utility Projects Fund”** means the Sewer Utility Projects Fund for the Series 2019A Bonds.

**“Series 2019A Water Projects”** means the Water Utility projects financed, in whole or in part, by the Series 2019A Bonds, as described in this Series 2019A Bond Resolution.

**“Series 2019A Water Utility Projects Fund”** means the Water Utility Projects Fund for the Series 2019A Bonds.

**“Sewer Utility”** shall mean and include the sanitary sewer system now owned and operated by the City, and consisting of sewage disposal works, sewers, drains, pumping plants, force mains, service connections, canals, ponds, machinery, equipment and other property appurtenant thereto and any improvements, extensions and enlargements to the Sewer Utility hereafter constructed or acquired.

**“Short-Term Indebtedness”** means Utility Indebtedness having an original maturity less than or equal to one year from the date of original incurrence thereof, and not renewable or extendible at the option of the obligor thereon for a term greater than one year beyond the date of original issuance.

**“Special Record Date”** means the date fixed by the Paying Agent pursuant to *Section 204* hereof for the payment of Defaulted Interest.

**“Standard & Poor’s”** means Standard & Poor’s Ratings Services, a division of McGraw Hill Financial Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Standard & Poor’s” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

**“State”** means the state of Kansas.

**“State Treasurer”** means the duly elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

**“Stated Maturity”** when used with respect to any Utility Indebtedness or any installment of interest thereon means the date specified in such Utility Indebtedness and the Bond Resolution as the fixed date on which the principal of such Utility Indebtedness or such installment of interest is due and payable.

**“Subordinate Indebtedness”** means, collectively the Subordinate Lien Bonds and Subordinate Lien Obligations

**“Subordinate Lien Bonds”** means any Additional Bonds payable from the Revenues, and issued on a subordinate lien basis to any Parity Bonds.

**“Subordinate Lien Obligations”** means any Additional Obligations payable from, and secured by a lien on, the Revenues, which lien is junior to that of any Parity Obligations.

**“Substitute Project”** means a substitute or additional project of the Utility authorized in the manner set forth in this Resolution.

**“Term Bonds”** means any Bonds designated as Term Bonds in this Bond Resolution or in any supplemental resolution authorizing the issuance of Additional Bonds.

**“Treasurer”** means the duly appointed and/or elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the Issuer.

**“United States Government Obligations”** means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the Issuer.

**“Utility”** shall mean the combined City of Wichita, Kansas Water Utility and Sewer Utility, and any improvements, extensions and enlargements thereto hereafter constructed or acquired.

**“Utility Indebtedness”** means collectively the Bonds and any Additional Obligations which are secured by an interest in, the Gross Revenues.



**“Value”** means, for purposes of the Bond Resolution, the value of the Authorized Investments (which Value shall be determined as of the end of each month), calculated as follows:

(a) as to investments the bid and asked prices of which are published on a regular basis in *The Wall Street Journal* (or, if not there, then in *The New York Times*) -- the average of the bid and asked prices for such investments so published on or most recently prior to such time of determination;

(b) as to investments the bid and asked prices of which are not published on a regular basis in *The Wall Street Journal* or in *The New York Times* - the average bid price at such time of determination for such investments by any two nationally recognized government securities dealers (selected by the Issuer in its absolute discretion) at the time making a market in such investments or the bid price published by a nationally recognized pricing service; and

(c) as to certificates of deposit and bankers acceptances -- the face amount thereof, plus accrued interest.

Provided, however, that when the Pre-2010 Bonds are no longer Outstanding, “Value” shall be the amortized cost of an obligation or the market cost thereof, whichever is lower. Should the value of the Authorized Investments be required for any other legal purpose, the Value shall be calculated in accordance with the applicable laws and regulations.

**“Variable Rate Indebtedness”** means any Utility Indebtedness which provides for interest to be payable thereon at a rate per annum that may vary from time to time over the term thereof in accordance with procedures provided in the instrument creating such Utility Indebtedness.

**“Water Utility”** shall mean and include the waterworks system now owned and operated by the Issuer and consisting of real estate, water rights, purification and pumping plants, reservoirs, mains, wells, pipelines, meters, hydrants, service connections, machinery, equipment and other property appurtenant thereto, and any improvements, extensions and enlargements to the Water Utility hereafter constructed or acquired.

## ARTICLE II

### AUTHORIZATION AND DETAILS OF THE BONDS

**Section 201. Authorization of the Series 2019A Bonds.** The Series 2019A Bonds have been heretofore authorized and directed to be issued pursuant to the Ordinance in the principal amount of \$44,465,000, for the purpose of providing funds to: (a) pay all or a portion of the Project Costs; (b) make a deposit to the Series 2019A Bond Reserve Subaccount; and (c) pay Costs of Issuance. The Series 2019A Bonds shall be Parity Bonds and shall constitute Long-Term Indebtedness.

**Section 202. Description of the Series 2019A Bonds.** The Series 2019A Bonds shall consist of fully registered bonds in Authorized Denominations and shall be numbered in such manner as the Bond Registrar shall determine. All of the Series 2019A Bonds shall be dated as of the Dated Date, shall become due in the amounts, on the Stated Maturities, subject to redemption and payment, prior to their Stated Maturities as provided in *Article III* hereof and shall bear interest at the rates per annum as follows:

<u>Stated Maturity</u> <u>October 1</u>	<u>Principal</u> <u>Amount</u>	<u>Annual Rate</u> <u>of Interest</u>	<u>Stated Maturity</u> <u>October 1</u>	<u>Principal</u> <u>Amount</u>	<u>Annual Rate</u> <u>of Interest</u>
2020	\$1,515,000	5.000%	2030	\$2,240,000	4.000%
2021	1,575,000	5.000%	2031	2,330,000	4.000%
2022	1,635,000	5.000%	2032	2,425,000	3.000%
2023	1,700,000	5.000%	2033	2,520,000	3.000%
2024	1,775,000	5.000%	2034	2,625,000	3.125%
2025	1,840,000	5.000%	2035	2,615,000	3.125%
2026	1,915,000	5.000%	2036	2,720,000	3.250%
2027	1,995,000	5.000%	2037	2,825,000	3.250%
2028	2,070,000	5.000%	2038	2,935,000	3.375%
2029	2,155,000	4.000%	2039	3,055,000	3.375%

The Series 2019A Bonds shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in **Section 204** hereof. The Series 2019A Bonds shall be issued as Book-Entry-Only Bonds and administered in accordance with the provisions of **Section 209** hereof.

Each of the Series 2019A Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as **Exhibit A** or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq.*

**Section 203. Designation of Paying Agent and Bond Registrar.** The State Treasurer is hereby designated as the Paying Agent for the payment of principal of and interest on the Series 2019A Bonds and Bond Registrar with respect to the registration, transfer and exchange of the Series 2019A Bonds. The Mayor of the Issuer is hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Bond Registrar and Paying Agent for the Series 2019A Bonds.

The Issuer will at all times maintain a Paying Agent and Bond Registrar meeting the qualifications herein described for the performance of the duties hereunder. The Issuer reserves the right to appoint a successor Paying Agent or Bond Registrar by (a) filing with the Paying Agent or Bond Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Bond Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Bond Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Bond Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Bond Registrar.

Every Paying Agent or Bond Registrar appointed hereunder shall at all times meet the requirements of K.S.A. 10-501 *et seq.* and K.S.A. 10-620 *et seq.*, respectively.

**Section 204. Method and Place of Payment of the Bonds.** The principal of, or Redemption Price, and interest on the Bonds shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Bond shall be paid at Maturity to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the principal office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Owner or (b) in the case of an interest payment to any Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Owner of such Bond on the relevant Record Date and shall be payable to the Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Owner of a Bond entitled to such notice at the address of such Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Bonds and at least annually shall forward a copy or summary of such records to the Issuer.

**Section 205. Registration, Transfer and Exchange of Bonds.** The Issuer covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Bond Registrar as herein provided. Each Bond when issued shall be registered in the name of the Owner thereof on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the principal office of the Bond Registrar, the Bond Registrar shall transfer or exchange such Bond for a new Bond or Bonds in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange.

Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Bond Registrar, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Bond Resolution. The Issuer shall pay the fees and expenses of the Bond Registrar for the registration, transfer and exchange of Bonds provided for by this Bond Resolution and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, are the responsibility of the Owners of the Bonds. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge

against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Code § 3406, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Bonds.

The Issuer and the Bond Registrar shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to **Section 303** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to **Section 204** hereof.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute Owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Bond Registrar, the Bond Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Bond Registrar.

**Section 206. Execution, Registration, Authentication and Delivery of Bonds.** Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be executed for and on behalf of the Issuer by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the Clerk and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the Clerk, which registration shall be evidenced by the manual or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds as herein specified, and when duly executed, to deliver the Bonds to the Paying Agent for authentication.

The Series 2019A Bonds shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as **Exhibit A** hereof, which shall be manually executed by an authorized officer or employee of the Bond Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Series 2019A Bond shall be entitled to any security or benefit under this Bond Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Bond

Registrar. Such executed certificate of authentication upon any Series 2019A Bond shall be conclusive evidence that such Series 2019A Bond has been duly authenticated and delivered under this Bond Resolution. Upon authentication, the Bond Registrar shall deliver the Series 2019A Bond to the Purchaser upon instructions of the Issuer or its representative.

**Section 207. Mutilated, Lost, Stolen or Destroyed Bonds.** If (a) any mutilated Bond is surrendered to the Bond Registrar or the Bond Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Issuer and the Bond Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Bond Registrar that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Bond Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Issuer, in its discretion, may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this Section, the Issuer and the Paying Agent may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer and shall be entitled to all the benefits of this Bond Resolution equally and ratably with all other Outstanding Bonds.

**Section 208. Cancellation and Destruction of Bonds Upon Payment.** All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

**Section 209. Book-Entry Bonds; Securities Depository.** Any series of Bonds may be issued as Book-Entry-Only Bonds. If so, such series of Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Bonds, except in the event the Bond Registrar issues Replacement Bonds as provided in this Section. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Bond Registrar authenticates and delivers Replacement Bonds to the Beneficial Owners as described in the following paragraph.

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, or (b) if the Bond Registrar receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the

Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, then the Bond Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to owners requesting the same, and the Bond Registrar shall register in the name of and authenticate and deliver Replacement Bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Bond Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Issuer, the Bond Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Bond Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Bonds. The cost of printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Bond Registrar receives written evidence satisfactory to the Bond Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Bond Registrar upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

**Section 210. Nonpresentment of Bonds.** If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Bond Resolution or on, or with respect to, said Bond. If any Bond is not presented for payment within four years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

**Section 211. Calculation of Debt Service Requirements.**

(a) *Debt Service Requirements on Balloon, Put, Short-Term and Interim Indebtedness.*

(1) The principal of Balloon Indebtedness, Put Indebtedness or Short-Term Indebtedness being treated as Long-Term Indebtedness under **Section 902** hereof, or Interim Indebtedness shall be deemed due and payable at its Stated Maturity; provided, however, that at the election of the Issuer for the purpose of any computation of Debt Service Requirements, whether historical or projected, the principal deemed payable on Balloon Indebtedness, Put Indebtedness or Short-Term Indebtedness being treated as Long-Term Indebtedness under **Section 902** hereof, or Interim Indebtedness, shall be deemed to be payable as set forth below:

(A) If the Issuer has obtained a binding commitment of a bank or other financial institution (whose senior debt obligations, or the senior debt obligations of the holding company of which such bank or financial institution is the principal subsidiary, are then rated “A” or better by any Rating Agency) to refinance such Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness, or a portion thereof, including without limitation, a letter of credit or a line of credit, the Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness, or portion thereof to be refinanced, may be deemed to be payable in accordance with the terms of the refinancing arrangement;

(B) If the Issuer has entered into a binding agreement providing for the deposit by the Issuer with a bank or other financial institution (whose senior debt obligations, or the senior debt obligations of the holding company of which such bank or financial institution is the principal subsidiary, are then rated “A” or better by any Rating Agency), in trust (herein called a “Special Redemption Fund”) of amounts, less investment earnings realized and retained in the Special Redemption Fund, equal in aggregate to the principal amount of such Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness, or a portion thereof, when due from the sums so deposited and investment earnings realized thereon, then the principal amount of the Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness, or portion thereof, may be deemed to be payable in accordance with the terms of such agreement;

(C) If the Issuer has entered into arrangements or agreements with respect to the principal amount of such Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness, other than those referred to in subsections (A) and (B) above, which a Consultant in a certificate filed with the Issuer determines, taking into account the interests of the Owners of Utility Indebtedness, provides adequate assurances that the Issuer will be able to meet the Debt Service Requirements due on such Indebtedness, the Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness may be deemed to be payable in accordance with the terms of such arrangement or agreement; or

(D) Such Balloon Indebtedness, Put Indebtedness or Short-Term Indebtedness may be deemed to be Utility Indebtedness which, at the date of its original incurrence, was payable over a term not to exceed twenty (20) years in equal annual installments of principal and interest at the Index Rate.

A Consultant shall deliver to the Issuer a certificate stating that it is reasonable to assume that installment obligations of such term of the Issuer can be incurred and stating the interest rate then applicable to installment obligations of such term of comparable quality. Interim Indebtedness may be deemed to be Indebtedness which, at the date of its original incurrence, would meet the conditions specified in the statement of the Consultant as required in **Section 902**; provided that the Consultant shall for each annual period that the Debt Service Requirement is computed, provide a supplemental statement that at such period, the certifications contained in the statement are reasonable.

(2) Interest that is payable prior to the Stated Maturity of any Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness shall be taken into account for such appropriate period in computation of Debt Service Requirements. Interest payable at maturity or early redemption on Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness may either be amortized over the anticipated maturity or such longer period as is permitted under *Section 902* or *Section 211(a)(1)(D)* or may be treated as principal payable on the principal maturity date of such Balloon Indebtedness, Put Indebtedness, Short-Term Indebtedness or Interim Indebtedness.

(3) In measuring compliance with the applicable tests hereunder in connection with incurring Put Indebtedness and generally for purposes of determining the Debt Service Requirements relating thereto, Put Indebtedness shall be deemed to mature based upon the actual amortization requirements for the Put Indebtedness, only to the extent that the Issuer has a commitment to refinance such Put Indebtedness.

(b) ***Debt Service Requirements on Discount Indebtedness.*** At the election of the Issuer for the purpose of any computation of Debt Service Requirements, whether historical or projected, the principal and interest deemed payable on Discount Indebtedness shall be deemed to be payable as set forth below:

(1) If the Issuer has obtained a binding commitment of a bank or other financial institution (whose senior debt obligations, or the senior debt obligations of the holding company of which such bank or financial institution is the principal subsidiary, are then rated “A” or better by any Rating Agency) to refinance such Discount Indebtedness, or a portion thereof, including without limitation, a letter of credit or a line of credit, the Discount Indebtedness, or portion thereof to be refinanced, may be deemed to be payable in accordance with the terms of the refinancing arrangement;

(2) If the Issuer has entered into a binding agreement providing for the deposit with a bank or other financial institution (whose senior debt obligations, or the senior debt obligations of the holding company of which such bank or financial institution is the principal subsidiary, are then rated “A” or better by any Rating Agency), in trust (herein called a “Special Redemption Fund”) of amounts, less investment earnings realized and retained in the Special Redemption Fund, equal in aggregate to the principal amount of such Discount Indebtedness, or a portion thereof, and providing for the payment of such principal amount when due from the sums so deposited, and investment earnings realized thereon, then the Discount Indebtedness, or portion thereof, may be deemed to be payable in accordance with the terms of such agreement;

(3) If the Issuer has entered into arrangements or agreements with respect to the principal amount of such Discount Indebtedness, other than those referred to in subsections (1) and (2) above, which a Consultant in a certificate filed with the Issuer determines, taking into account the interests of the holders of Utility Indebtedness, provides adequate assurances that the Issuer will be able to meet the Debt Service Requirements due on such Indebtedness, the Discount Indebtedness may be deemed to be payable in accordance with the terms of such arrangement or agreement; or

(4) As of any time the maturity amount represented by Discount Indebtedness shall be deemed to be the accreted value of such Indebtedness computed on the basis of a constant yield to maturity.

When calculating interest requirements on Variable Rate Indebtedness which bears a variable rate of interest for periods as to which the rate of interest has not been determined, the rate of interest on



Outstanding Variable Rate Indebtedness shall be the average annual rate of interest which was payable on such Variable Rate Indebtedness during the twelve (12) months immediately preceding the date as of which the calculation is made; and the rate of interest on Variable Rate Indebtedness to be incurred (or incurred less than twelve (12) months preceding such date) shall be the average annual rate of interest which would have been payable on such Variable Rate Indebtedness had it been outstanding for a period of twelve (12) months immediately preceding the date as of which the calculation is made, as evidenced in a certificate of a Consultant, delivered to the Issuer.

**Section 212. Preliminary and Final Official Statement.** The Preliminary Official Statement dated January 29, 2019 is hereby ratified and approved. The final Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor and Director of Finance are hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Series 2019A Bonds.

The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of the SEC Rule and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

**Section 213. Sale of the Series 2019A Bonds.** The sale of the Series 2019A Bonds to the Purchaser is hereby ratified and confirmed. Delivery of the Series 2019A Bonds shall be made to the Purchaser as soon as practicable after the adoption of this Bond Resolution, upon payment of the Purchase Price.

**Section 214. Parity Bond Certification.** The Issuer hereby represents and covenants that the Series 2019A Bonds directed to be issued by this Resolution are so issued in full compliance with the restrictions and conditions upon which the Issuer may issue Additional Bonds which stand on a parity of lien with the Net Revenues with the Parity Indebtedness heretofore issued and Outstanding, as set forth and contained in the Outstanding Parity Bond Resolution, and that the Series 2019A Bonds herein directed to be issued are so issued in all respects on a parity and equality with the Parity Indebtedness heretofore issued and Outstanding.

## ARTICLE III

### REDEMPTION OF BONDS

**Section 301. Redemption by Issuer.** The Bonds shall be subject to redemption and payment prior to their Stated Maturity, as follows:

(a) ***Optional Redemption.***

(1) *Series 2019A Bonds.* At the option of the Issuer, Series 2019A Bonds maturing in the years 2028 and thereafter will be subject to redemption and payment prior to their Stated Maturity on October 1, 2027, and thereafter as a whole or in part (selection of maturities and the amount of Series 2019A Bonds of each maturity to be redeemed to be determined by the Issuer in

such equitable manner as it may determine) at any time, at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

(2) *Additional Bonds.* Additional Bonds are subject to redemption and payment prior to Stated Maturity in accordance with the provisions of the supplemental resolution authorizing the issuance of such Additional Bonds.

(b) ***Mandatory Redemption.***

(1) *General.* The Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the Issuer may: (1) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired; or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Term Bonds subject to mandatory redemption on said mandatory Redemption Date from any Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (3) receive a credit with respect to the mandatory redemption obligation of the Issuer under this Section for any Term Bonds subject to mandatory redemption on said mandatory Redemption Date which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this subsection) and cancelled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this subsection. Each Term Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the Issuer to redeem Term Bonds of the same Stated Maturity on such mandatory Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for Term Bonds of the same Stated Maturity as designated by the Issuer, and the principal amount of Term Bonds to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the Issuer intends to exercise any option granted by the provisions of clauses (1), (2) or (3) above, the Issuer will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with, with respect to such mandatory redemption payment.

(2) *The Series 2019A Term Bonds.* There are **no** Series 2019A Term Bonds.

**Section 302. Selection of Bonds to be Redeemed.** Bonds shall be redeemed only in an Authorized Denomination. When less than all of the Bonds are to be redeemed and paid prior to their Stated Maturity, such Bonds shall be redeemed in such manner as the Issuer shall determine. Bonds of less than a full Stated Maturity shall be selected by the Bond Registrar in a minimum Authorized Denomination of principal amount in such equitable manner as the Bond Registrar may determine.

In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption a minimum Authorized Denomination of face value shall be treated as though it were a separate Bond of the denomination of a minimum Authorized Denomination. If it is determined that one or more, but not all, of a minimum Authorized Denomination of face value represented by any Bond is selected for redemption, then upon notice of intention to redeem a minimum Authorized Denomination, the Owner or the Owner's duly authorized agent shall forthwith present and surrender such Bond to the Bond Registrar:

(1) for payment of the Redemption Price and interest to the Redemption Date of a minimum Authorized Denomination of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of a minimum Authorized Denomination of face value called for redemption (and to that extent only).

**Section 303. Notice and Effect of Call for Redemption.** In the event the Issuer desires to call the Bonds for redemption prior to maturity, written notice of such intent shall be provided to the Bond Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Bond Registrar shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Bond Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. The foregoing provisions of this paragraph shall not apply in the case of any mandatory redemption of Term Bonds hereunder, and Term Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the Issuer and whether or not the Paying Agent holds moneys available and sufficient to effect the required redemption.

Unless waived by any Owner of Bonds to be redeemed, if the Issuer shall call any Bonds for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Bonds to the Bond Insurer and the Purchaser. In addition, the Issuer shall cause the Bond Registrar to give written notice of redemption to the Owners of said Bonds. Each of said written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;
- (d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and
- (e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

The failure of any Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on such Redemption Date.

For so long as the Securities Depository is effecting book-entry transfers of any series of Bonds, the Bond Registrar shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Bond (having been mailed notice from the Bond Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, the Issuer shall provide such notices of redemption as are required by the Disclosure Undertaking. Further notice may be given by the Issuer or the Bond Registrar on behalf of the Issuer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed:

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Bonds being redeemed; (2) the date of issue of the Bonds as originally issued; (3) the rate of interest borne by each Bond being redeemed; (4) the maturity date of each Bond being redeemed; and (5) any other descriptive information needed to identify accurately the Bonds being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Owners by first class, registered or certified mail or overnight delivery, as determined by the Bond Registrar, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Bonds being redeemed shall bear or have enclosed the CUSIP number of the Bonds being redeemed with the proceeds of such check or other transfer.

The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the State or the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

## **ARTICLE IV**

### **SECURITY FOR BONDS**

**Section 401. Security for the Bonds.** The Series 2019A Bonds shall be special obligations of the Issuer payable solely from, and secured as to the payment of principal and interest by a pledge of, the Net Revenues, and the City hereby pledges said Net Revenues to the payment of the principal of and interest on the Series 2019A Bonds. The Series 2019A Bonds shall not be or constitute a general obligation of the City, nor shall they constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction, and the taxing power of the City is not pledged to the payment of the Series 2019A Bonds, either as to principal or interest.

The covenants and agreements of the City contained herein and in the Series 2019A Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Series 2019A Bonds, all of which Series 2019A Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Series 2019A Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Bond Resolution. The Series 2019A Bonds shall stand on a parity and be equally and ratably secured with respect to the payment of principal and interest from the Net Revenues with any Parity Indebtedness. The Series 2019A Bonds shall not have any priority with respect to the payment of principal or interest from said Net Revenues or otherwise over the Parity Indebtedness; and the Parity Indebtedness shall not have any priority with respect to the payment of principal or interest from said Net Revenues or otherwise over the Series 2019A Bonds.

## ARTICLE V

### ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF BOND PROCEEDS AND OTHER MONEYS

**Section 501. Creation of Funds and Accounts.** Simultaneously with the issuance of the Series 2019A Bonds, there shall be created within the Treasury of the Issuer the following Funds and Accounts:

- (a) Principal and Interest Subaccount for Water and Sewer Utility Revenue Bonds, Series 2019A;
- (b) Bond Reserve Subaccount for Water and Sewer Utility Revenue Bonds, Series 2019A;
- (c) Rebate Fund for Water and Sewer Utility Revenue Bonds, Series 2019A;
- (d) Costs of Issuance Account for Water and Sewer Utility Revenue Bonds, Series 2019A;
- (e) Sewer Utility Projects Fund for Water and Sewer Utility Revenue Bonds, Series 2019A;
- and
- (f) Water Utility Projects Fund for Water and Sewer Utility Revenue Bonds, Series 2019A.

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Series 2019A Bond Resolution so long as the Series 2019A Bonds are Outstanding.

The following separate Funds and Accounts created and established in the treasury of the Issuer are hereby ratified and confirmed:

- (a) Water and Sewer Utility Revenue Fund;
- (b) Water and Sewer Utility Bond Reserve Account;
- (c) Water and Sewer Utility Depreciation and Replacement Account;
- (d) Water and Sewer Utility Improvement Account;
- (e) Principal and Interest Subaccounts for Outstanding Parity Bonds; and
- (f) Bond Reserve Subaccounts for Outstanding Parity Bonds.

The Funds and Accounts referred to in this paragraph shall be administered in accordance with the provisions of Bond Resolution so long as the Utility Indebtedness is Outstanding.

**Section 502. Deposit of Series 2019A Bond Proceeds.** The net proceeds received from the sale of the Series 2019A Bonds and certain other moneys shall be deposited simultaneously with the delivery of the Series 2019A Bonds as follows:

- (a) Excess proceeds, if any, received from the sale of the Series 2019A Bonds shall be deposited in the Series 2019A Principal and Interest Subaccount.
- (b) An amount necessary to pay Costs of Issuance shall be deposited in the Series 2019A Costs of Issuance Account.
- (c) An amount necessary to bring the Series 2019A Bond Reserve Subaccount to the Series 2019A Bond Reserve Requirement shall be deposited in the 2019A Bond Reserve Subaccount.
- (d) An amount necessary to pay the costs of the Series 2019A Sewer Projects shall be deposited in the Series 2019A Sewer Utility Projects Fund.
- (e) An amount necessary to pay the costs of the Series 2019A Water Projects shall be deposited in the Series 2019A Water Utility Projects Fund.

**Section 503. Application of Moneys in the Rebate Fund.**

(a) There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Federal Tax Certificate. All money at any time deposited in the Rebate Fund shall be held in trust, to the extent required to satisfy the Rebate Amount (as defined in the Federal Tax Certificate), for payment to the United States of America, and neither the Issuer nor the Owner of any Series 2019A Bonds shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and the Federal Tax Certificate.

(b) The Issuer shall periodically determine the rebatable arbitrage, if any, under Code § 148(f) in accordance with the Federal Tax Certificate, and the Issuer shall make payments to the United States of America at the times and in the amounts determined under the Federal Tax Certificate. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Series 2019A Bonds and payment and satisfaction of any Rebate Amount, or provision made therefor, shall be deposited into the Revenue Fund.

(c) Notwithstanding any other provision of this Bond Resolution, including in particular *Article XI* hereof, the obligation to pay rebatable arbitrage to the United States of America and to comply with all other requirements of this Section and the Federal Tax Certificate shall survive the defeasance or payment in full of the Series 2019A Bonds.

**Section 504. Application of Moneys in the Costs of Issuance Account.** Moneys in the Costs of Issuance Account shall be used by the Issuer to pay the Costs of Issuance. Any funds remaining in the Costs of Issuance Account, after payment of all Costs of Issuance, but not later than the later of 30 days prior to the first Stated Maturity of principal or one year after the date of issuance of the Series 2019A Bonds, shall be transferred to the Issuer for deposit into the Series 2019A Principal and Interest Subaccount.

**Section 505. Application of Moneys in the Project Fund.** Moneys in the Project Fund shall be used for the sole purpose of : (a) paying Project Costs; (b) for paying Costs of Issuance, if necessary; (c) paying interest on the Series 2019A Bonds during construction of the Project, if necessary; and (d) transferring any amounts required to be deposited into the Rebate Fund. Withdrawals from the Project Fund for payment of Project Costs shall be supported by a certificate or statement of the Director of Finance that such payment is being made for a purpose within the scope of the Bond Resolution and is a proper Project Cost. Authorizations for withdrawals for other purposes shall be supported by a certificate of the Director of Finance stating that such payment is being made for a purpose within the purpose of the Bond Resolution. Upon completion of the Project, any surplus remaining in the Project Fund shall be deposited in the Series 2019A Principal and Interest Subaccount.

**Section 506. Substitute Project; Reallocation of Proceeds.** The Issuer may elect for any reason to substitute or add other Utility improvements to be financed with proceeds of the Series 2019A Bonds provided the following conditions are met: (a) the Substitute Project and the issuance of Bonds to pay the cost of the Substitute Project has been duly authorized by the Governing Body in accordance with the laws of the State; (b) a resolution authorizing the use of the proceeds of the Series 2019A Bonds to pay the Financeable Costs of the Substitute Project has been duly adopted by the Governing Body pursuant to this Section, (c) the Attorney General of the State has approved the amendment made by such resolution to the transcript of proceedings for the Series 2019A Bonds to include the Substitute Project; and (d) the use of the proceeds of the Series 2019A Bonds to pay the Financeable Cost of the Substitute Project will not adversely affect the tax status of the Series 2019A Bonds under State or federal law.

The Issuer may reallocate expenditure of Series 2019A Bond proceeds among all Projects financed by the Series 2019A Bonds; provided the following conditions are met: (a) the reallocation is approved by the Governing Body; (b) the reallocation shall not cause the proceeds of the Series 2019A Bonds allocated to any Project to exceed the Financeable Costs of the Project; and (c) the reallocation will not adversely affect the tax-exempt status of the Series 2019A Bonds under State or federal law.

## ARTICLE VI

### COLLECTION AND APPLICATION OF REVENUES

**Section 601. Revenue Fund.** The Issuer covenants and agrees that from and after the delivery of the Series 2019A Bonds, and continuing as long as any of the Utility Indebtedness remains Outstanding, all of the Gross Revenues shall as and when received be paid and deposited into the Revenue Fund. Said Revenues shall be segregated and kept separate and apart from all other

moneys, revenues, Funds and Accounts of the Issuer and shall not be commingled with any other moneys, revenues, Funds and Accounts of the Issuer. The Revenue Fund shall be administered and applied solely for the purposes and in the manner provided in this Bond Resolution, except as may be modified by the provisions of the Outstanding Parity Bond Resolutions.

**Section 602. Application of Moneys in Funds and Accounts.** The Issuer covenants and agrees that from and after the delivery of the Series 2019A Bonds and continuing so long as any of the Bonds shall remain Outstanding, it will administer and allocate all of the moneys then held in the Revenue Fund as follows:

(a) **Operation and Maintenance.** The cost of Current Expenses shall be paid currently as bills accrue. Such amount as may be necessary in the opinion of the Governing Body to pay the reasonable and proper Current Expenses for the ensuing sixty (60) days may be retained and accumulated in the Revenue Fund before making transfers to other Funds and Accounts.

**Parity Resolutions.** The following transfers shall be made on a parity of lien basis with the transfers and requirements of the Bond Resolution with respect to any Parity Indebtedness, and the term Parity Obligations shall be substituted for Bonds, as appropriate.

(b) **Principal and Interest Account.** There shall next be paid and credited on the first day of each month to the Principal and Interest Account, for credit to the respective Subaccounts thereof, a proportionate amount necessary to meet on each Bond Payment Date the payment of all interest on and principal of the Parity Bonds. All amounts paid and credited to the various Principal and Interest Subaccounts shall be expended and used by the Issuer for the sole purpose of paying the Debt Service Requirements of respective Parity Bonds as and when the same become due at Maturity and on each Interest Payment Date.

Any amounts deposited in the Principal and Interest Account in accordance with **Section 502(a)** hereof shall be credited against the Issuer's payment obligations as set forth in subsection (b) of this Section.

If at any time the moneys in the Revenue Fund are insufficient to make in full the payments and credits at the time required to be made to the Principal and Interest Account and to the subaccounts established to pay the principal of and interest on any Parity Bonds, the available moneys in the Revenue Fund shall be divided among such debt service accounts in proportion to the respective principal amounts of said series of Parity Bonds at the time Outstanding which are payable from the moneys in said Principal and Interest Subaccounts.

(c) **Bond Reserve Account.** There shall next be set aside and credited monthly to the Bond Reserve Account, for the credit of the respective subaccounts thereof as appropriate, the amount, if any, required to restore the Bond Reserve Account to the Bond Reserve Requirement. Except as hereinafter provided, all amounts paid and credited to the Bond Reserve Account shall be expended and used by the Issuer solely to prevent any default in the payment of interest on or principal of the Parity Bonds on any Maturity date or Interest Payment Date if the moneys in the respective Principal and Interest Subaccounts are insufficient to pay the Debt Service Requirements of said Parity Bonds as they become due. So long as the Bond Reserve Account aggregates the Bond Reserve Requirement, no further payments into said Account shall be required, but if the Issuer is ever required to expend and use a part of the moneys in any subaccount for the purpose herein authorized and such expenditure reduces the amount of such subaccount below the Bond Reserve Requirement for such subaccount, or if the Value of any such subaccount is below the Bond Reserve Requirement, the Issuer shall make monthly payments into such subaccount so that such subaccount shall again aggregate the Bond Reserve Requirement within twelve (12) months of such deficiency.



(d) ***Debt Service Accounts-Subordinate Lien Indebtedness.*** There shall next be paid and credited monthly to the debt service account(s) for any Subordinate Lien Indebtedness, to the extent necessary to meet on each Bond Payment Date an amount equal to the payment of all interest on and principal of any Subordinate Lien Indebtedness. The amounts required to be paid and credited to the debt service account(s) for any Subordinate Lien Indebtedness shall be made at the same time and on a parity with the amounts at the time required to be paid and credited to other debt service accounts established for the payment of the Debt Service Requirements on any Subordinate Lien Indebtedness.

(e) ***Depreciation and Replacement Account.*** There shall next be paid and credited monthly to the Depreciation and Replacement Account minimum monthly amounts to the end that the Depreciation and Replacement Account will reach the Depreciation and Replacement Account Requirement within a period of thirty (30) months from the date of the first such transfer. Except as hereinafter provided, moneys in the Depreciation and Replacement Account shall be expended and used by the Issuer for the purpose of: (1) making extraordinary maintenance and repairs to the Utility, (2) making capital improvements in and to the Utility, and (3) keeping the Utility in good repair and working order so that it may continue in effective and efficient operation. If no other funds are available therefor, moneys in the Depreciation and Replacement Account may be used to pay Current Expenses. After the Depreciation and Replacement Account aggregates the Depreciation and Replacement Account Requirement, no further payments into the Depreciation and Replacement Account shall be required, but if the Issuer is ever required to expend a part of the moneys in the Depreciation and Replacement Account for its authorized purposes and such expenditure reduces the amount of the Depreciation and Replacement Account below the Depreciation and Replacement Requirement, then the Issuer shall resume and continue minimum monthly payments into the Depreciation and Replacement Account aggregates the Depreciation and Replacement Requirement within a period of eighteen (18) months of such deficiency.

(f) ***General Obligation Indebtedness.*** There shall next be paid and credited monthly to such of the Issuer's funds or accounts determined by the Director of Finance, proportionate monthly amounts equal to the Debt Service Requirements on General Obligation Indebtedness accruing in the next twelve (12) months.

(g) ***Payment to the City.*** There shall next be paid and credited monthly to such of the Issuer's funds or accounts determined by the Director of Finance, proportionate monthly amounts equal to the next required Payment to the City.

(h) ***Improvement Account.*** All moneys in the Revenue Fund on each January 1 not required for payment of the Current Expenses and all transfers required by subsections (a) to (f) hereof for the next ninety (90) days shall be credited to the Improvement Account. When the Pre-2014 Bonds are no longer Outstanding, transfers from the Revenue Fund to the Improvement Fund may be made on a monthly basis in such amounts as may be determined by the Director of Finance. Moneys in the Improvement Account may be expended and used for the following purposes:

- (1) Paying the Current Expenses.
- (2) Paying the cost of extending, enlarging or improving the Utility.
- (3) Preventing default in, making payments into or increasing the amounts in any of the Funds and Accounts or other payments required by subsections (a) to (g) hereof

(4) Calling, redeeming and paying prior to Stated Maturity, or, at the option of the Issuer, purchasing in the open market at fair market value, any Utility Indebtedness or General Obligation Indebtedness.

(5) Any other lawful purpose in connection with the operation of the Utility and benefiting the Utility.

(6) To make transfers to the Revenue Fund.

(i) ***Deficiency of Payments into Funds and Accounts.*** If at any time the Gross Revenues are insufficient to make any payment on the date or dates hereinbefore specified, the Issuer will make good the amount of such deficiency by making additional payments or credits out of the first available Gross Revenues, such payments and credits being made and applied in the order hereinbefore specified in this Section.

**Section 603. Transfer of Funds to Paying Agent.** The Treasurer of the Issuer shall withdraw from the Principal and Interest Account, and, to the extent necessary to prevent a default in the payment of either principal or interest on the Utility Indebtedness, from the Bond Reserve Account, and the Improvement Account, sums sufficient to pay the principal of and interest on the Utility Indebtedness as and when the same become due on any Bond Payment Date, and to forward such sums to the Paying Agent in a manner which ensures the Paying Agent will have available funds in such amounts on or before the Business Day immediately preceding each Bond Payment Date. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Bond Resolution.

**Section 604. Payments Due on Saturdays, Sundays and Holidays.** In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

## ARTICLE VII

### DEPOSIT AND INVESTMENT OF MONEYS

#### **Section 701. Deposits and Investment of Moneys.**

(a) Moneys in each of the Funds and Accounts shall be deposited and shall be adequately secured as provided by the laws of the State.

(b) Moneys held in any Fund or Account may be invested in accordance with the Bond Resolution and the Federal Tax Certificate, in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such Fund or Account was established; and provided, further, that Authorized Investments in the Bond Reserve Account shall have an average aggregate weighted term to maturity not greater than five years. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account, other than earnings required to be deposited into the Rebate Fund pursuant to the Federal Tax Certificate. All earnings on investments held in the Bond Reserve Account shall accrue to and become a part of the Bond Reserve Account until the amount on deposit in the Bond Reserve Account shall aggregate the Bond Reserve Requirement; thereafter, all such earnings shall

be credited to the Principal and Interest Account. All earnings on investments held in the Depreciation and Replacement Account shall accrue to and become a part of the Depreciation and Replacement Account until the amount on deposit in the Depreciation and Replacement Account shall aggregate the Depreciation and Replacement Requirement; thereafter, all such earnings shall be credited to the Revenue Fund.

(c) The Value of any Fund or Account shall be determined at the end of each calendar month. Such valuation shall also be made in conjunction with redemption of any Utility Indebtedness.

## ARTICLE VIII

### GENERAL COVENANTS AND PROVISIONS

The Issuer covenants and agrees with each of the Owners of any of the Utility Indebtedness that so long as any of the Utility Indebtedness remain Outstanding and unpaid it will comply with each of the following covenants:

**Section 801. Efficient and Economical Operation.** The Issuer will continuously own and will operate the Utility as a revenue producing facility in an efficient and economical manner and will keep and maintain the same in good repair and working order.

**Section 802. Rate Covenant.** The Issuer, in accordance with and subject to applicable legal requirements, will fix, establish, maintain and collect such rates and charges for the use and services furnished by or through the Utility as will produce Gross Revenues sufficient to: (a) pay the Current Expenses; (b) pay the Debt Service Requirements on the Utility Indebtedness as and when the same become due at the Maturity thereof or on any Interest Payment Date; (c) provide reasonable and adequate reserves for the payment of the Utility Indebtedness and for the protection and benefit of the Utility as provided in the Bond Resolution; and (d) enable the Issuer to have in each Fiscal Year, a Debt Service Coverage Ratio of not less than 1.20 on all Parity Indebtedness at the time Outstanding; 1.00 on all Subordinate Lien Indebtedness at the time Outstanding; 1.00 on all General Obligation Indebtedness at the time Outstanding; and 1.00 with respect to the Payment to the City; provided however, in determining the Net Revenues Available for Debt Service, estimated additional net income to be derived from rate increases in effect and being charged prior to the end of the applicable Fiscal Year, as determined by the Consultant, may be taken into account, and that, without giving effect to any such adjustments from rate increases, the Debt Service Coverage Ratio shall be not less than 1.00 of the current Fiscal Year's Debt Service Requirements for all Utility Indebtedness.

The Issuer will, from time to time as often as necessary, in accordance with and subject to applicable legal requirements, revise the rates and charges aforesaid in such manner as may be necessary or proper so that the Net Revenues Available for Debt Service will be sufficient to cover the obligations under the provisions of the Bond Resolution. If in any Fiscal Year, Net Revenues Available for Debt Service are an amount less than as hereinbefore provided, the Issuer will make adjustments to such rates, fees and charges to bring the Utility into compliance with this covenant. It shall be the policy of the Issuer that the rates, fees and charges established for the Water Utility and the Sewer Utility shall each be sufficient to provide Net Revenues Available for Debt Service with respect to Utility Indebtedness issued for improvements to each such component of the Utility which meet the coverage requirements set forth herein to the extent reasonably practical.

**Section 803. Restrictions on Mortgage or Sale of Utility.** The Issuer will not mortgage, pledge or otherwise encumber the Utility or any part thereof, nor will it sell, lease or otherwise dispose of the Utility or any material part thereof; provided, however, the Issuer may:

(a) sell at fair market value any portion of the Utility which has been replaced by other similar property of at least equal value, or which ceases to be necessary for the efficient operation of the Utility, and in the event of sale, the Issuer will apply the proceeds to either (1) redemption of Outstanding Utility Indebtedness in accordance with the provisions governing repayment of Utility Indebtedness in advance of Stated Maturity, or (2) replacement of the property so disposed of by other property the revenues of which shall be incorporated into the Utility as hereinbefore provided;

(b) cease to operate, abandon or otherwise dispose of any property which has become obsolete, nonproductive or otherwise unusable to the advantage of the Issuer;

(c) grant a security interest in equipment to be purchased with the proceeds of any loan, lease or other obligation undertaken in accordance with **Article IX** hereof; or

(d) sell, lease or convey all or substantially all of the Utility to another entity or enter into a management contract with another entity if:

(1) The transferee entity is a political subdivision organized and existing under the laws of the State, or instrumentality thereof, or an organization described in Code § 501(c)(3), and expressly assumes in writing the due and punctual payment of the principal of and premium, if any, and interest on all outstanding Utility Indebtedness according to their tenor, and the due and punctual performance and observance of all of the covenants and conditions of this Bond Resolution;

(2) If there remains unpaid any Utility Indebtedness which bears interest that is not includable in gross income under the Code, the Issuer receives an opinion of Bond Counsel, in form and substance satisfactory to the Issuer, to the effect that under then existing law the consummation of such sale, lease or conveyance, whether or not contemplated on any date of the delivery of such Utility Indebtedness, would not cause the interest payable on such Utility Indebtedness to become includable in gross income under the Code;

(3) The Issuer receives a certificate of the Consultant which demonstrates and certifies that immediately upon such sale or conveyance the transferee entity will not, as a result thereof, be in default in the performance or observance of any covenant or agreement to be performed or observed by it under this Bond Resolution;

(4) Such transferee entity possesses such licenses to operate the Utility as may be required if it is to operate the Utility; and

(5) The Issuer receives an opinion of Bond Counsel, in form and substance satisfactory to the Issuer, as conclusive evidence that any such sale, lease or conveyance, and any such assumption, is permitted by law and complies with the provisions of this Section.

(6) The Issuer receives the written consent of the Bond Insurer.

**Section 804. Insurance.** The Issuer will carry and maintain such reasonable amount of all risk insurance on all properties and all operations of the Utility as would be carried by a privately owned utility with similar property and performing similar functions, insofar as the properties are of an

insurable nature; and in the event of loss or damage, the Issuer will use the Net Proceeds of such insurance to reconstruct or replace the damaged or destroyed property, or if such reconstruction or replacement be unnecessary, then such Net Proceeds shall be used in redeeming or paying off Outstanding Utility Indebtedness, in accordance with their call provisions. The Issuer also will carry general liability insurance in amounts not less than the then maximum liability of a governmental entity for claims arising out of a single occurrence, as provided by the State's tort claims act or other similar future law (currently \$500,000.00 per occurrence). In lieu of the foregoing, the Issuer may establish a self-insurance program which will provide substantially the same protection for the Owners.

**Section 805. Books, Records and Accounts.** As long as any Utility Indebtedness are Outstanding, the Issuer shall keep proper and separate books of records and accounts in which complete and correct entries shall be made showing the Gross Revenues collected for services by the Utility and all sums expended in the operation thereof and all sums deposited in the Funds and Accounts above mentioned and all disbursements, transfers and transactions relating to the Utility as a whole, and to the several components of the Utility separately. The books and accounts shall be kept in accordance with generally accepted accounting principles.

The Utility shall make comparative quarterly reports to the Office of the City Manager relative to Utility incomes, Utility expenses and net income from operations. If any such quarterly report shall disclose that the Issuer will not have available the necessary funds for carrying out and complying with all of the requirements of this Resolution, then the Issuer shall within sixty (60) days proceed to cause to be charged and collected rates, fees and charges for the use and services of the Utility which will provide adequate funds to meet such requirements.

**Section 806. Annual Budget.** The Issuer shall prepare an Annual Budget in its customary form estimating anticipated expenditures and income and containing a statement relative to the amounts of insurance being carried and to be carried.

**Section 807. Annual Audit.** The Issuer shall annually cause an audit to be made by an Independent Accountant of the operation of the Utility, which audit shall be open to public inspection and shall be completed within six (6) months after the completion of the Fiscal Year. If the audit shall disclose that proper provision has not been made for carrying out and complying with all of the requirements of this Resolution, then the Issuer shall within sixty (60) days proceed to cause to be charged and collected rates, fees and charges for the use of services of the Utility which will provide adequate funds to meet all such requirements. As soon as possible after the completion of the annual audit, the governing body of the Issuer shall review the report of such audit, and if the audit report discloses that proper provision has not been made for all of the requirements of this Bond Resolution and the Act, the Issuer will promptly cure such deficiency and will promptly proceed to modify the rates and charges to be charged for the use and services furnished by the Utility or take such other action as may be necessary to adequately provide for such requirements.

**Section 808. Right of Inspection.** The Owner of any Bond or such Owner's duly authorized attorney, accountant or investment counselor and, the Bond Insurer, if any, shall have the right at all reasonable times during normal business hours to inspect any records, accounts or data relating thereto in accordance with State law.

**Section 809. Performance of Duties and Covenants.** The Issuer will faithfully and punctually perform all duties, covenants and obligations with respect to the operation of the Utility now or

hereafter imposed upon the Issuer by the Constitution and laws of the State and by the provisions of this Bond Resolution.

**Section 810. Report on Utility Condition.** The Issuer shall annually cause a qualified employee of the Issuer to make an examination of and report on the condition and operations of the Utility. Not less than every three (3) years, the Issuer will cause the Consulting Engineers to make an examination and written report on the condition and operation of the Utility, such report to include recommendations as to any changes in such operation deemed desirable. Such report shall also make references to any unusual or extraordinary items of maintenance and repair and any extensions, enlargements or improvements that may be needed in the period prior to the preparation of the next consultant's report required by this Section. A copy of such report will be filed with the Clerk.

## ARTICLE IX

### ADDITIONAL BONDS AND OBLIGATIONS

**Section 901. Prior Lien Bonds.** So long as any of the Parity Bonds remain Outstanding, the Issuer will not issue any Utility Indebtedness payable out of the Gross Revenues which are superior to the Parity Indebtedness with respect to the lien on the Net Revenues.

**Section 902. Parity Indebtedness.** The Issuer will not issue any Utility Indebtedness which stands on a parity or equality of lien against the Net Revenues with the Parity Indebtedness unless the following conditions are met:

(a) The Issuer shall not be in default in the payment of the Debt Service Requirements on any Parity Indebtedness at the time Outstanding or in making any payment at the time required to be made into the respective Funds and Accounts created by and referred to in the Bond Resolution (unless such Utility Indebtedness is being issued to provide funds to cure such default) nor shall any other Event of Default have occurred and be continuing;

(b) The Issuer shall deliver the following:

(1) *Long-Term Indebtedness.* A certificate signed by the Issuer evidencing that the Debt Service Coverage Ratio for the two (2) Fiscal Years immediately preceding the issuance of such Utility Indebtedness, as reflected by information provided by the Independent Accountant, shall be not less than 1.20, including the Utility Indebtedness proposed to be issued. In the event that the Issuer has instituted any increase in rates for the use and services of the Utility and such increase shall not have been in effect during the full two (2) Fiscal Years immediately preceding the issuance of such proposed Utility Indebtedness, the additional Net Revenues Available for Debt Service which would have resulted from the operation of the Utility during said two (2) preceding Fiscal Years had such rate increase been in effect for the entire period may be added to the stated Net Revenues for the calculation of the Debt Service Coverage Ratio, provided that such estimated additional Net Revenues shall be determined by a Consultant.

(2) *Short-Term Indebtedness.* A certificate signed by the Issuer evidencing any *one* of the following:

(i) The principal amount of all Outstanding Short-Term Indebtedness does not exceed 15% of the Gross Revenues for the most recently ended Fiscal Year for which financial information is available from the Independent Accountant;

(ii) The Short-Term Indebtedness could be incurred assuming it was Long-Term Indebtedness.

(iii) There is delivered to the Issuer a certificate of a Consultant to the effect that it is such Consultant's opinion that it is reasonable to assume that the Issuer will be able to refinance such Short-Term Indebtedness prior to its Stated Maturity and the conditions are met with respect to such Short-Term Indebtedness when it is assumed that such Short-Term Indebtedness is Long-Term Indebtedness maturing over 20 years (or such shorter period as such Consultant indicates is reasonable to assume in such statement) from the date of issuance of the Short-Term Indebtedness and bears interest on the unpaid principal balance at the Index Rate and is payable on a level annual debt service basis over a 20-year period (or such shorter period as such Consultant indicates is reasonable to assume in such statement).

(3) *Interim Indebtedness.* A certificate signed by the Issuer evidencing any *either* of the following:

(i) The Interim Indebtedness could be incurred assuming it was Long-Term Indebtedness.

(ii) There is delivered to the Issuer a certificate of a Consultant to the effect that it is such Consultant's opinion that it is reasonable to assume that the Issuer will be able to refinance such Interim Indebtedness prior to its Stated Maturity and the conditions are met with respect to such Interim Indebtedness when it is assumed that such Interim Indebtedness is Long-Term Indebtedness maturing over 20 years (or such shorter period as such Consultant indicates is reasonable to assume in such statement) from the date of issuance of the Interim Indebtedness and bears interest on the unpaid principal balance at the Index Rate and is payable on a level annual debt service basis over a 20-year period (or such shorter period as such Consultant indicates is reasonable to assume in such statement).

(c) When the issuance of Utility Indebtedness of equal stature and priority is permitted by the laws of the State.

(d) With respect to the issuance of Additional Bonds, an additional deposit to the Bond Reserve Account shall be made to bring the Bond Reserve Account to an amount equal to the Bond Reserve Requirement.

(e) The ordinance and/or resolution authorizing such Utility Indebtedness shall contain or provide for substantially the same terms, conditions, covenants and procedures as established in the Bond Resolution.

Additional Utility Indebtedness issued under the conditions hereinbefore set forth shall stand on a parity with other Parity Indebtedness and shall enjoy complete equality or lien on and claim against the Net Revenues, and the Issuer may make equal provision for paying the Debt Service Requirements on such Utility Indebtedness out of the Revenue Fund and may likewise provide for the creation of reasonable debt service accounts and debt service reserve accounts for the payment of the Debt Service Requirements on such Utility Indebtedness and the interest thereon out of moneys in the Revenue Fund.

**Section 903. Subordinate Lien Indebtedness.** Nothing shall prohibit or restrict the right of the Issuer to issue Subordinate Lien Indebtedness for any lawful purpose in connection with the operation of and benefiting the Utility and to provide that the Debt Service Requirements on such Subordinate Lien Indebtedness shall be payable out of the Net Revenues Available for Debt Service, provided at the time of the issuance of such Subordinate Lien Indebtedness the Issuer is not in default in the performance of any covenant or agreement contained in the Bond Resolution (unless such Utility Indebtedness shall be issued to cure such default and shall be junior and subordinate to the Parity Indebtedness) so that if at any time the Issuer shall be in default in paying either interest on or principal of the Parity Indebtedness, or of the Issuer is in default in payment of Current Expenses, Debt Service Requirements on Parity Indebtedness or transfers required by the Bond Resolution prior to the payment of Debt Service Requirements on Subordinate Lien Indebtedness, the Issuer shall make no payments of Debt Service Requirements on said Subordinate Lien Indebtedness until said default or defaults be cured.

**Section 904. Refunding Indebtedness.** The Issuer shall have the right, without complying with the provisions of **Section 902** hereof, to issue Refunding Indebtedness for the purpose of refunding any of the Utility Indebtedness under the provisions of any law then available, and the Refunding Indebtedness so issued shall enjoy complete equality of pledge as did the Utility Indebtedness that was refunded.

## ARTICLE X

### DEFAULT AND REMEDIES

**Section 1001. Remedies.** The Bond Resolution and all of the provisions thereof shall constitute a contract between the Issuer, the Bond Insurer and each of the Owners of Utility Indebtedness, and any such Owner may by suit, action, mandamus, injunction or other proceeding, either at law or in equity, enforce and compel performance of all duties, obligations and conditions determined and required by the Bond Resolution, subject to the limitations of hereinafter set forth; provided however, that no Owner of Subordinate Indebtedness shall have the ability to impair the rights of Owners of Parity Indebtedness. Upon the happening and continuance of any Event of Default, then and in every such case any Owner may proceed, subject to the provisions of the Bond Resolution, to protect and enforce the rights of the Owners by a suit, action or special proceeding in equity, or at law, either for the specific performance of any covenant or agreement contained therein or in aid or execution of any power therein granted or for the enforcement of any proper legal or equitable remedy as such Owner shall deem most effectual to protect and enforce such rights.

Anything in the Bond Resolution to the contrary notwithstanding, if at any time moneys in the Principal and Interest Account shall not be sufficient to pay the interest on or the principal of the Utility Indebtedness as the same shall become due and payable, such moneys, together with any moneys then available or thereafter becoming available for such purpose, whether through the exercise of the remedies provided for in this Section or otherwise, shall be applied as follows:

(a) If the principal of all the Parity Indebtedness shall not have become due and payable, all such moneys shall be applied:

*first:* to the payment of the persons entitled thereto of all installments of interest then due and payable in the order in which such installments became due and payable, and, if the amount available shall not be sufficient to pay in full any particular installments, then



to the payment, ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Parity Indebtedness;

*second:* to the payment to the persons entitled thereto of the unpaid principal of any of the Parity Indebtedness which shall have become due and payable (other than Parity Indebtedness called for redemption for the payment of which moneys are held pursuant to the provisions of the Bond Resolution), in the order of their due dates, with interest on the principal amount of such Parity Indebtedness at the respective rates specified therein from the respective dates upon which such Parity Indebtedness became due and payable, and, if the amount available shall not be sufficient to pay in full the principal of the Parity Indebtedness due and payable on any particular date, together with such interest, then to the payment first of such interest, ratably, according to the amount of such interest due on such date, and then to the payment of such principal, ratably, according to the amount of such principal due on such date, to the persons entitled thereto without any discrimination or preference; and

*third:* to the payment of the interest on and the principal of the Parity Indebtedness, to the purchase and retirement of the Parity Indebtedness and to the redemption of the Parity Indebtedness, all in accordance with the provisions of the Bond Resolution.

(b) If the principal of all of the Parity Indebtedness shall have become due and payable, all such moneys shall be applied:

*first:* to the payment to the persons entitled thereto of all installments of interest due and payable on or prior to maturity, if any, in the order in which such installments became due and payable and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Parity Indebtedness, and then to the payment of any interest due and payable after maturity on the Parity Indebtedness, ratably, to the person entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Parity Indebtedness; and

*second:* to the payment of the principal of the Parity Indebtedness, ratably, to the persons entitled thereto, without preference or priority of any Parity Indebtedness over any other Parity Indebtedness.

(c) If the principal of all the Subordinate Lien Indebtedness shall not have become due and payable, all such moneys shall be applied:

*first:* to the payment to the persons entitled thereto of all installments of interest then due and payable in the order in which such installments became due and payable, and, if the amount available shall not be sufficient to pay in full any particular installments, then to the payment, ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Subordinate Lien Indebtedness;

*second:* to the payment to the persons entitled thereto of the unpaid principal of any of the Subordinate Lien Indebtedness which shall have become due and payable (other

than Subordinate Lien Indebtedness called for redemption for the payment of which moneys are held pursuant to the provisions of the Bond Resolution), in the order of their due dates, with interest on the principal amount of such Subordinate Lien Indebtedness at the respective rates specified therein from the respective dates upon which such Subordinate Lien Indebtedness' became due and payable, and, if the amount available shall not be sufficient to pay in full the principal of the Subordinate Lien Indebtedness due and payable on any particular date, together with such interest, then to the payment first of such interest, ratably, according to the amount of such interest due on such date, and then to the payment of such principal, ratably, according to the amount of such principal due on such date, to the persons entitled thereto without any discrimination or preference; and

*third:* to the payment of the interest on and the principal of the Subordinate Lien Indebtedness, to the purchase and retirement of the Subordinate Lien Indebtedness and to the redemption of the Subordinate Lien Indebtedness, all in accordance with the provisions of the Bond Resolution.

(d) If the principal of all of the Subordinate Lien Indebtedness shall have become due and payable, all such moneys shall be applied:

*first:* to the payment to the persons entitled thereto of all installments of interest due and payable on or prior to maturity, if any, in the order in which such installments became due and payable and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Subordinate Lien Indebtedness, and then to the payment of any interest due and payable after maturity on the Subordinate Lien Indebtedness, ratably, to the person entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Subordinate Lien Indebtedness; and

*second:* to the payment of the principal of the Subordinate Lien Indebtedness, ratably, to the persons entitled thereto, without preference or priority of any Subordinate Lien Indebtedness over any other Subordinate Lien Indebtedness.

Whenever moneys are to be applied by the Issuer pursuant to the foregoing provisions, such moneys shall be applied at such times, and from time to time, as the Director of Finance, in his or her sole discretion shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future; the deposit of such moneys with the Paying Agent in trust for the proper purpose shall constitute proper application by the Issuer; and the Issuer shall incur no liability whatsoever to any Owner or to any other person for any delay in applying any such moneys, so long as the Issuer acts with reasonable diligence, having due regard to the circumstances, and ultimately applies the same in accordance with such provisions of this Resolution as may be applicable at the time of application by the Director of Finance. Whenever the Director of Finance shall exercise such discretion in applying such moneys, she shall fix the date (which shall be an Interest Payment Date unless she shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Director of Finance shall give such notice as she may deem appropriate of the fixing of any such date, and shall not be required to make payment to the Owner of any unpaid Utility Indebtedness until the same shall be surrendered to the Paying Agent for appropriate endorsement, or for cancellation if fully paid.

In case any proceeding taken by any Owner on account of any default shall have been discontinued or abandoned for any reason, then and in every such case the Issuer and the Owners shall be restored to their former positions and rights hereunder, respectively, and all rights and remedies of the Owners shall continue as though no such proceedings had been taken. No Owner of any of any Utility Indebtedness shall have any right in any manner whatever to affect, disturb or prejudice the security of the Bond Resolution or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Owners of the same class of Utility Indebtedness. No remedy herein conferred on the Owners is intended to be exclusive of any other remedy or remedies, and each and every remedy conferred shall be cumulative and shall be in addition to every other remedy given hereunder and under the Act or now or hereafter existing at law or in equity or by statute. No delay or omission of any Owner to exercise any right or power accruing upon any default occurring and continuing as aforesaid shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given to the Owners may be exercised from time to time and as often as may be deemed expedient.

**Section 1002. Limitation on Rights of Owners.** No Owner of any Utility Indebtedness shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of the Bond Resolution or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless (a) an Event of Default shall have occurred, (b) the Owners of twenty-five percent (25%) in aggregate principal amount of same class of the Utility Indebtedness then Outstanding shall have made written request to the Issuer, shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and (c) the Issuer shall thereafter fail or refuse to exercise the powers herein granted or to institute such action, suit or proceeding in its own name; and such notification, request and offer of indemnity are hereby declared in every case, at the option of the Issuer, to be conditions precedent to the execution of the powers and trusts of the Bond Resolution, and to any action or cause of action for the enforcement of the Bond Resolution, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more Owners of the Utility Indebtedness shall have any right in any manner whatsoever to affect, disturb or prejudice the Bond Resolution by its, his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of the Utility Indebtedness then Outstanding. Nothing in the Bond Resolution contained shall, however, affect or impair the right of any Owner to payment of Debt Service Requirements on any Utility Indebtedness at and after the maturity thereof or the obligation of the Issuer to pay the Debt Service Requirements on each of the Utility Indebtedness issued hereunder to the respective Owners thereof at the time, place, from the source and in the manner herein and in the Utility Indebtedness expressed.

**Section 1003. Remedies Cumulative.** No remedy conferred upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred. No waiver of any default or breach of duty or contract by the Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners shall be restored to their former positions and rights, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

**Section 1004. No Obligation to Levy Taxes.** Nothing contained in this Bond Resolution shall be construed as imposing on the Issuer any duty or obligation to levy any taxes either to meet any obligation incurred herein or to pay the principal of or interest on the Utility Indebtedness.

**Section 1005. Control of Remedies Upon an Event of Default and Event of Insolvency.** Notwithstanding anything herein to the contrary, upon the occurrence and continuance of an Event of Default, the Bond Insurer, provided the Bond Insurance Policy is in full force and effect and the Bond Insurer shall not be in default thereunder, shall be entitled to control and direct the enforcement of all rights and remedies granted to the Owners under this Bond Resolution. Any reorganization or liquidation plan with respect to the Issuer must be acceptable to the Bond Insurer. In the event of any reorganization or liquidation, the Bond Insurer shall have the right to vote on behalf of all Owners who hold the Insured Bonds insured by the Bond Insurer absent a default by the Bond Insurer under the applicable Bond Insurance Policy insuring such Insured Bonds.

## **ARTICLE XI**

### **DEFEASANCE**

**Section 1101. Defeasance.** When any or all of the Utility Indebtedness, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in the Bond Resolution and the pledge of the Gross Revenues hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Utility Indebtedness, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of the Bond Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Utility Indebtedness or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal or Redemption Price of said Utility Indebtedness and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Bonds, no such satisfaction shall occur until: (a) the Issuer has elected to redeem such Utility Indebtedness, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Bond Registrar to give such notice of redemption in compliance with the Bond Resolution. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Utility Indebtedness, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Utility Indebtedness, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of the Bond Resolution. The Issuer shall notify the Bond Insurer of any defeasance of any Insured Bonds insured by the Bond Insurer.

Notwithstanding anything in the Bond Resolution to the contrary, in the event that the principal and/or interest due on the Insured Bonds shall be paid by the Bond Insurer pursuant to the Bond Insurance Policy, the Insured Bonds shall remain Outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Issuer and the covenants, agreements and other obligations of the Issuer

to the Owners shall continue to exist and shall run to the benefit of the Bond Insurer, and the Bond Insurer shall be subrogated to the rights of such Owners.

## ARTICLE XII

### TAX COVENANTS

**Section 1201. General Covenants.** The Issuer covenants and agrees that it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Series 2019A Bonds; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor and Clerk are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Series 2019A Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

**Section 1202. Survival of Covenants.** The covenants contained in this Article and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Series 2019A Bonds pursuant to *Article XI* hereof or any other provision of this Bond Resolution until such time as is set forth in the Federal Tax Certificate.

## ARTICLE XIII

### CONTINUING DISCLOSURE REQUIREMENTS

**Section 1301. Disclosure Requirements.** The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

**Section 1302. Failure to Comply with Continuing Disclosure Requirements.** In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section. The Purchaser or Beneficial Owner shall provide a copy of any such demand or notice to the Bond Insurer.

## ARTICLE XIV

### MISCELLANEOUS PROVISIONS

**Section 1401. Amendments.** The rights and duties of the Issuer and the Owners, and the terms and provisions of the Utility Indebtedness or of this Bond Resolution, may be amended or modified at any time in any respect by resolution of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Utility Indebtedness then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

- (a) extend the maturity of any payment of principal or interest due upon any Utility Indebtedness;
- (b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Utility Indebtedness;
- (c) permit preference or priority of any Utility Indebtedness over any other Utility Indebtedness;
- (d) reduce the percentage in principal amount of Utility Indebtedness required for the written consent to any modification or alteration of the provisions of this Bond Resolution; or
- (e) permit the creation of a lien on the Revenues prior or equal to the lien of the Parity Indebtedness.

Any provision of the Utility Indebtedness or of this Bond Resolution may, however, be amended or modified by resolution duly adopted by the governing body of the Issuer at any time in any legal respect with the written consent of the Owners of all of the Utility Indebtedness at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Bond Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to more precisely identify the Project, to reallocate proceeds of the Series 2019A Bonds among Projects, to provide for a Substitute Project, to conform this Bond Resolution to the Code or future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

Every amendment or modification of the provisions of the Utility Indebtedness or of this Bond Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution adopted by the governing body of the Issuer amending or supplementing the provisions of this Bond Resolution and shall be deemed to be a part of this Bond Resolution. A certified copy of every such amendatory or supplemental resolution, if any, and a certified copy of this Bond Resolution shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Utility Indebtedness or a prospective purchaser or owner of any Utility Indebtedness authorized by this Bond Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or of this Bond Resolution will be sent by the Clerk to any such Owner or prospective Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the resolution of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Bond Insurer and the

Owners of the Utility Indebtedness then Outstanding. It shall not be necessary to note on any of the Outstanding Utility Indebtedness any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Utility Indebtedness or this Bond Resolution which affects the duties or obligations of the Paying Agent under this Bond Resolution.

**Section 1402. Notices, Consents and Other Instruments by Owners.** Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Utility Indebtedness, if made in the following manner, shall be sufficient for any of the purposes of this Bond Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Utility Indebtedness, the amount or amounts, numbers and other identification of Utility Indebtedness, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Owners of the requisite principal amount of Utility Indebtedness Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Bond Resolution, Utility Indebtedness owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Bond Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Utility Indebtedness which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Utility Indebtedness so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's right so to act with respect to such Utility Indebtedness and that the pledgee is not the Issuer.

**Section 1403. Notices.** Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Bond Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent and the Bond Insurer. The Issuer, the Paying Agent, the Bond Insurer and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

**Section 1404. Payment Procedure Pursuant to the Bond Insurance Policy.** As long as the Bond Insurance Policy shall be in full force and effect, the Issuer and the Paying Agent agree to comply with the following provisions with respect to the Insured Series 2019A Bonds:

(a) In the event that principal and/or interest due on the Insured Series 2019A Bonds shall be paid by BAM pursuant to the Policy, the Insured Series 2019A Bonds shall remain outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Issuer, the assignment and pledge of the trust estate and all covenants, agreements and other obligations of the Issuer to the

registered owners shall continue to exist and shall run to the benefit of BAM, and BAM shall be subrogated to the rights of such registered owners including, without limitation, any rights that such owners may have in respect of securities law violations arising from the offer and sale of the Insured Series 2019A Bonds.

(b) In the event that on the second (2nd) business day prior to the payment date on the Insured Series 2019A Bonds, the Paying Agent has not received sufficient moneys to pay all principal of and interest on the Insured Series 2019A Bonds due on the second (2nd) following business day, the Paying Agent shall immediately notify BAM or its designee on the same business day by telephone or electronic mail, of the amount of the deficiency.

(c) If any deficiency is made up in whole or in part prior to or on the payment date, the Paying Agent shall so notify BAM or its designee.

(d) In addition, if the Paying Agent has notice that any Insured Series 2019A Bondholder has been required to disgorge payments of principal of or interest on the Insured Series 2019A Bonds pursuant to a final, non-appealable order by a court of competent jurisdiction that such payment constitutes an avoidable preference to such Insured Series 2019A Bondholder within the meaning of any applicable bankruptcy law, then the Paying Agent shall notify BAM or its designee of such fact by telephone or electronic mail, or by overnight or other delivery service as to which a delivery receipt is signed by a person authorized to accept delivery on behalf of BAM.

(e) The Paying Agent shall irrevocably be designated, appointed, directed and authorized to act as attorney-in-fact for holders of the Insured Series 2019A Bonds as follows:

(1) If there is a deficiency in amounts required to pay interest and/or principal on the Insured Series 2019A Bonds, the Paying Agent shall (i) execute and deliver to BAM, in form satisfactory to BAM, an instrument appointing BAM as agent for such holders of the Insured Series 2019A Bonds in any legal proceeding related to the payment of and an assignment to BAM of the claims for interest on the Insured Series 2019A Bonds, (ii) receive as designee of the respective holders (and not as Paying Agent) in accordance with the tenor of the Bond Insurance Policy payment from BAM with respect to the claims for interest so assigned, and (iii) disburse the same to such respective holders; and

(2) If there is a deficiency in amounts required to pay principal of the Insured Series 2019A Bonds, the Paying Agent shall (i) execute and deliver to BAM, in form satisfactory to BAM, an instrument appointing BAM as agent for such holder of the Insured Series 2019A Bonds in any legal proceeding related to the payment of such principal and an assignment to BAM of the Insured Series 2019A Bond surrendered to BAM (but such assignment shall be delivered only if payment from BAM is received), (ii) receive as designee of the respective holders (and not as Paying Agent) in accordance with the tenor of the Policy payment therefore from BAM, and (iii) disburse the same to such holders.

(f) Payments with respect to claims for interest on and principal of Insured Series 2019A Bonds disbursed by the Paying Agent from proceeds of the Bond Insurance Policy shall not be considered to discharge the obligation of the Issuer with respect to such Insured Series 2019A Bonds, and BAM shall become the owner of such unpaid Insured Series 2019A Bond and claims for the interest in accordance with the tenor of the assignment made to it under the provisions of the preceding paragraph (e) or otherwise.

(g) Irrespective of whether any such assignment is executed and delivered, the Issuer and the Paying Agent shall agree for the benefit of BAM that:



(1) They recognize that to the extent BAM makes payments directly or indirectly (*e.g.*, by paying through the Paying Agent), on account of principal of or interest on the Insured Series 2019A Bonds, BAM will be subrogated to the rights of such holders to receive the amount of such principal and interest from the Issuer, with interest thereon, as provided and solely from the sources stated in the transaction documents and the Insured Series 2019A Bonds; and

(2) They will accordingly pay to BAM the amount of such principal and interest, with interest thereon as provided in the transaction documents and the Insured Series 2019A Bonds, but only from the sources and in the manner provided therein for the payment of principal of and interest on the Insured Series 2019A Bonds to holders, and will otherwise treat BAM as the owner of such rights to the amount of such principal and interest.

(h) While the Bond Insurance Policy is in effect, the Issuer shall, in addition to the other notice requirements contained in this Bond Resolution, furnish to BAM:

(1) As soon as practicable after the filing thereof, a copy of any financial statement, audit and/or annual report of the Issuer;

(2) A copy of any notice to be given to the Owners, including, without limitation, notice of any redemption of or defeasance of Insured Series 2019A Bonds, and any certificate rendered pursuant to this Bond Resolution relating to the security for the Insured Series 2019A Bonds;

(3) Copies of any filings or notices required to be given by the Issuer pursuant to the Disclosure Undertaking;

(4) Notice of an Event of Default within five business days after the occurrence of such event; and

(5) Such additional information as BAM may reasonably request.

(i) The Issuer shall notify BAM of any failure of the Issuer to provide relevant notices, certificates, etc.

(j) Notwithstanding any other provision of this Bond Resolution, the Issuer shall immediately notify BAM if at any time there are insufficient moneys to make any payments of principal and/or interest as required and immediately upon the occurrence of any Event of Default hereunder.

(k) Rights of BAM to direct or consent to actions granted under this Bond Resolution shall be suspended during any period in which BAM is in default in its payment obligations under the Bond Insurance Policy (except to the extent of amounts previously paid by BAM and due and owing to BAM) and shall be of no force or effect in the event the Bond Insurance Policy is no longer in effect or BAM asserts that the Bond Insurance Policy is not in effect or BAM shall have provided written notice that it waives such rights.

**Section 1405. Inconsistent Provisions.** In case any one or more of the provisions of the Series 2019A Bond Resolution or of the Utility Indebtedness issued hereunder shall for any reason be inconsistent with the provisions of the Outstanding Parity Bond Resolutions or the Parity Indebtedness: (a) the provisions of any Outstanding Parity Bond Resolution adopted prior to the Series 2019A Bond Resolution shall prevail with respect to Parity Indebtedness issued prior in

time, so long as such Parity Indebtedness is Outstanding; and (b) the provisions of the Series 2019A Bond Resolution shall prevail with respect to any Parity Bond Resolution adopted subsequent to the Series 2019A Bond Resolution, so long as any Parity Indebtedness issued under the Series 2019A Bond Resolution is Outstanding.

**Section 1406. Electronic Transactions.** The issuance of the Series 2019A Bonds and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

**Section 1407. Further Authority.** The officers and officials of the Issuer, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Bond Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

**Section 1408. Severability.** If any section or other part of this Bond Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Bond Resolution.

**Section 1409. Governing Law.** This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

**Section 1410. Effective Date.** This Bond Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.

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**ADOPTED** by the City Council of the City of Wichita, Kansas, on February 12, 2019.

(SEAL)

---

Jeff Longwell, Mayor

ATTEST:

---

Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, Director  
of Law and City Attorney

**CERTIFICATE**

I, the undersigned, hereby certify that the above and foregoing is a true and correct copy of the Resolution No. 19-055 (the "Bond Resolution") of the City of Wichita, Kansas, adopted by the Governing Body on February 12, 2019, as the same appears of record in my office, and that the Bond Resolution has not been modified, amended or repealed and is in full force and effect as of this date.

DATED: February 12, 2019.

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Karen Sublett, City Clerk

**EXHIBIT A**  
**(FORM OF SERIES 2019A BONDS)**

**REGISTERED  
NUMBER** \_\_\_\_

**REGISTERED  
\$**\_\_\_\_\_

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation (“DTC”), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

**UNITED STATES OF AMERICA  
STATE OF KANSAS  
COUNTY OF SEDGWICK  
CITY OF WICHITA  
WATER AND SEWER UTILITY REVENUE BOND  
SERIES 2019A**

**Interest  
Rate:**

**Maturity  
Date:**

**Dated  
Date: March 1, 2019**

**CUSIP:**

**REGISTERED OWNER:**

**PRINCIPAL AMOUNT:**

**KNOW ALL PERSONS BY THESE PRESENTS:** That the City of Wichita, in the County of Sedgwick, State of Kansas (the “Issuer”), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on April 1 and October 1 of each year, commencing October 1, 2019 (the “Interest Payment Dates”), until the Principal Amount has been paid.

**Method and Place of Payment.** The principal or redemption price of this Series 2019A Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Series 2019A Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Series 2019A Bond at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Bond Registrar”). The interest payable on this Series 2019A Bond on any Interest Payment Date shall be paid to the person in whose name this Series 2019A Bond is registered on the registration books maintained by the Bond Registrar at the close of business on the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest

Payment Date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner or, (b) in the case of an interest payment to any Registered Owner of \$500,000 or more in aggregate principal amount of Series 2019A Bonds, by electronic transfer to such Registered Owner upon written notice given to the Bond Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Series 2019A Bonds shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Bond Resolution.

**Definitions.** Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Bond Resolution.

**ADDITIONAL PROVISIONS OF THIS SERIES 2019A BOND ARE CONTINUED ON THE REVERSE HEREOF AND SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.**

**Authentication.** This Series 2019A Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the hereinafter defined Bond Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Bond Registrar.

**IT IS HEREBY DECLARED AND CERTIFIED** that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Series 2019A Bond have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, that the total indebtedness of the Issuer, including this series of bonds, does not exceed any constitutional or statutory limitation, and that provision has been duly made for the collection and segregation of the Gross Revenues of the Water and Sewer Utility (the "Utility") and for the application of the same as provided in the hereinafter defined Bond Resolution.

**IN WITNESS WHEREOF,** the Issuer has caused this Series 2019A Bond to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

**CITY OF WICHITA, KANSAS**

(Facsimile Seal)

\_\_\_\_\_  
(facsimile)

Mayor

ATTEST:

By \_\_\_\_\_ (facsimile)  
Clerk

## CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Series 2019A Bond is one of a series of Water and Sewer Utility Revenue Bonds, Series 2019A, of the City of Wichita, Kansas, described in the within-mentioned Bond Resolution.

Registration Date \_\_\_\_\_

Office of the State Treasurer,  
Topeka, Kansas,  
as Bond Registrar and Paying Agent

By \_\_\_\_\_

Registration Number: 0709-087-030119-\_\_\_\_

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### (FORM OF REVERSESIDE OF BOND)

#### ADDITIONAL PROVISIONS

**Authorization of Series 2019A Bonds.** This Series 2019A Bond is one of an authorized series of bonds of the Issuer designated “Water and Sewer Utility Revenue Bonds, Series 2019A,” aggregating the principal amount of \$44,465,000 (the “Series 2019A Bonds”) issued for the purposes set forth in the Ordinance of the Issuer authorizing the issuance of the Series 2019A Bonds and the Resolution of the Issuer prescribing the form and details of the Series 2019A Bonds (collectively the “Bond Resolution”). The Series 2019A Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 10-620 *et seq.* and K.S.A. 10-1201 *et seq.*, as amended by Charter Ordinance No. 211, all as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

**Special Obligations.** The Series 2019A Bonds are special obligations of the Issuer payable solely from, and secured as to the payment of principal and interest by a pledge of, the Net Revenues, and the taxing power of the Issuer is not pledged to the payment of the Series 2019A Bonds either as to principal or interest. The Series 2019A Bonds shall not be or constitute a general obligation of the Issuer, nor shall they constitute an indebtedness of the Issuer within the meaning of any constitutional, statutory or charter provision, limitation or restriction. The Series 2019A Bonds stand on a parity and are equally and ratably secured with respect to the payment of principal and interest from the Net Revenues and in all other respects with the Outstanding Parity Bonds of the Issuer and any Parity Indebtedness to be issued. ***Under the conditions set forth in the Bond Resolution, the Issuer has the right to issue additional Utility Indebtedness payable from the same source and secured by the Net Revenues on a parity with said Net Revenues; provided, however, that such additional Utility Indebtedness may be so issued only in accordance with and subject to the covenants, conditions and restrictions relating thereto set forth in the Bond Resolution.***

The Issuer hereby covenants and agrees with the Registered Owner of this Series 2019A Bond that it will keep and perform all covenants and agreements contained in the Bond Resolution, and will fix, establish, maintain and collect such rates, fees and charges for the use and services furnished by or through the Utility, as will produce Net Revenues sufficient to pay the costs of operation and maintenance of the

Utility, pay the principal of and interest on the Series 2019A Bonds as and when the same become due, and provide reasonable and adequate reserve funds. Reference is made to the Bond Resolution for a description of the covenants and agreements made by the Issuer with respect to the collection, segregation and application of the Revenues, the nature and extent of the security for the Series 2019A Bonds, the rights, duties and obligations of the Issuer with respect thereto, and the rights of the Registered Owners thereof.

**Redemption Prior to Maturity.** The Series 2019A Bonds are subject to redemption prior to maturity as set forth in the Bond Resolution.

**Book-Entry System.** The Series 2019A Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Bond Resolution. One certificate with respect to each date on which the Series 2019A Bonds are stated to mature or with respect to each form of Series 2019A Bonds, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Series 2019A Bonds by the Securities Depository's participants, beneficial ownership of the Series 2019A Bonds in Authorized Denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Bond Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Series 2019A Bond, as the owner of this Series 2019A Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Series 2019A Bond, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to Beneficial Owners of the Series 2019A Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such Beneficial Owners. The Issuer and the Bond Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the Owner of this Series 2019A Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Series 2019A Bond shall be made in accordance with existing arrangements among the Issuer, the Bond Registrar and the Securities Depository.

**Transfer and Exchange.** **EXCEPT AS OTHERWISE PROVIDED IN THE BOND RESOLUTION, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.** This Series 2019A Bond may be transferred or exchanged, as provided in the Bond Resolution, only on the Bond Register kept for that purpose at the principal office of the Bond Registrar, upon surrender of this Series 2019A Bond together with a written instrument of transfer or authorization for exchange satisfactory to the Bond Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Series 2019A Bond or Series 2019A Bonds in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Bond Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Series 2019A Bonds and the cost of a reasonable supply of bond blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Series 2019A Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Series 2019A Bonds are issued in fully registered form in Authorized Denominations.

## LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Series 2019A Bonds:

### GILMORE & BELL, P.C.

Attorneys at Law  
100 N. Main Suite 800  
Wichita, Kansas 67202

(PRINTED LEGAL OPINION)

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## BOND ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

\_\_\_\_\_  
(Name and Address)

\_\_\_\_\_  
(Social Security or Taxpayer Identification No.)

the Series 2019A Bond to which this assignment is affixed in the outstanding principal amount of \$\_\_\_\_\_, standing in the name of the undersigned on the books of the Bond Registrar. The undersigned do(es) hereby irrevocably constitute and appoint \_\_\_\_\_ as agent to transfer said Series 2019A Bond on the books of said Bond Registrar with full power of substitution in the premises.

Dated \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Social Security or  
Taxpayer Identification No.

\_\_\_\_\_  
Signature (Sign here exactly as name(s)  
appear on the face of Certificate)

Signature guarantee:

By \_\_\_\_\_



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**CERTIFICATE OF CLERK**

STATE OF KANSAS                                 )  
  ) SS.  
COUNTY OF SEDGWICK                         )

The undersigned, Clerk of the City of Wichita, Kansas, does hereby certify that the within Series 2019A Bond has been duly registered in my office according to law as of March 1, 2019.

WITNESS my hand and official seal.

(Facsimile Seal)

\_\_\_\_\_  
(facsimile)  
Clerk

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**CERTIFICATE OF STATE TREASURER**

OFFICE OF THE TREASURER, STATE OF KANSAS

JAKE LATURNER, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Series 2019A Bond has been filed in the office of the State Treasurer, and that this Series 2019A Bond was registered in such office according to law on \_\_\_\_\_.

WITNESS my hand and official seal.

(Facsimile Seal)

By: \_\_\_\_\_  
  (facsimile)  
Treasurer of the State of Kansas

**CMB'S FOR February 12, 2019**

<u>Renew</u>	<u>2019</u>	<u>Consumption Off Premises</u>
Julia L. Jackowski	Casey's General Store #3261***	3520 N. Woodlawn Blvd
Terrance Moss	QuikTrip #345R***	3945 S. Meridian Ave
Phillip L. Near	Jump Start #13***	1131 E. 47 <sup>th</sup> St S
Rupan Kanti Dev	American Eagle***	6330 E. 21 <sup>st</sup> St N

\*\* General/Restaurant (need 50% or more gross revenue from sale of food)

\*\*\* Retailer (Grocery stores, convenience stores, etc.)

**PRELIMINARY ESTIMATES  
FOR CITY COUNCIL FEBRUARY 12, 2019**

- a. Turn Lanes at the intersection of Oak and MacArthur to serve Steeple Bay Addition (north of MacArthur, east of Seneca) (472-85450/766423/490457) Does not affect existing traffic. (District III) - \$501,000.00
- b. Turn Lanes at the intersection of Steeple Bay and Seneca to serve Steeple Bay Addition (north of MacArthur, east of Seneca) (472-85451/766424/490458) Does not affect existing traffic. (District III) - \$531,000.00
- c. Steeple Bay from the east edge of Seneca to the intersection of Oak; and on Oak from the north edge of MacArthur to the intersection of Steeple Bay to serve Steeple Bay Addition (north of MacArthur, east of Seneca) (472-85452/766425/490460) Does not affect existing traffic. (District III) - \$1,551,000.00
- d. Lighting, landscaping, irrigation and associated improvements within public rights-of-way (Part A) to serve Steeple Bay Addition (north of MacArthur, east of Seneca) (472-85453/766426/490461) Does not affect existing traffic. (District III) - \$1,076,000.00
- e. Stormwater Drain #730 Part B to serve Steeple Bay Addition (north of MacArthur, east of Seneca) (468-85316/751581/485472) Does not affect existing traffic. (District III) - \$1,317,000.00
- f. 2019 Sanitary Sewer Reconstruction Phase 1 (north of 31st Street South, east of Hydraulic - various locations) (468-85401/629101/669050) Traffic to be maintained during construction using flagpersons and barricades. (District I,III) - \$280,000.00
- g. Lateral 566, Southwest Interceptor Sewer to serve Sandcrest 4th Addition (south of 29th Street North, east of Hoover Road) (468-85326/744491/480182) Does not affect existing traffic. (District VI) - \$688,000.00

**PRELIMINARY ESTIMATE of the cost of:**

Turn Lanes at the intersection of Oak and MacArthur to serve Steeple Bay  
(north of MacArthur, east of Seneca)

All work done and all materials furnished to be in accordance with plans and specifications  
on file in the office of the City Engineer.

**LUMP SUM BID ITEMS (766423) - Group 1**

1	Mobilization	1	LS
2	Excavation	1,133	cy
3	Signing	1	LS
4	Traffic Control	1	LS
5	Pavement Markings	1	LS
6	Seeding	1	LS
7	Site Clearing	1	LS
8	Site Restoration	1	LS

**MEASURED QUANTITY BID ITEMS (766423) - Group 1**

9	Crushed Rock Base 7", Reinforced	1,723	sy
10	Concrete Pavement 8" (NRDJ)	1,114	sy
11	Concrete Pavement (VG) 8" Reinf.	277	sy
12	Concrete Sidewalk 4"	5,354	sf
13	Wheelchair Ramp w/ Detectable Warnings	2	ea
14	Concrete C&G, Type 1 (6" & 1-1/2")	826	lf
15	Concrete Curb, Mono Edge (6" & 1-1/2")	107	lf
16	Concrete Ramp Nose Section	1	ea
17	Concrete Pavement Removed and Replaced	55	lf
18	Pipe, SWS, RCP 15"	73	lf
19	Fill, Sand (Flushed & Vibrated)	73	lf
20	Inlet, Curb (Type 1)(L=10' W=3')	1	ea
21	Pipe, SWS, PVC 4", Perforated	10	lf
22	Pipe, Connect to Existing	1	ea
23	Inlet Hook-up	1	ea
24	Pipe, Plug	2	ea
25	MH, Abandoned	1	ea
26	Pavement &/or Curb Removed	260	sy
27	Sidewalk, Drive &/or Pkg Lot Removed	612	sy
28	Traffic Signal Conduit	380	lf
29	Traffic Signal Service Box	4	ea
30	Inlet Removed	1	ea
31	Pipe Removed	4	lf
32	Valve Box Adjusted	3	ea
33	BMP, Back of Curb Protection	914	lf
34	BMP, Curb Inlet Protection	2	ea
35	BMP, Construction Entrance	1	ea

**Construction Subtotal**

Design Fee  
Engineering & Inspection  
Administration  
Publication  
R/W Acquisition

**Total Estimated Cost****\$501,000.00**

CITY OF WICHITA)  
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

  
Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this \_\_\_\_\_  
(DATE)

\_\_\_\_\_  
City Clerk

**PRELIMINARY ESTIMATE of the cost of:**

Turn Lanes at the intersection of Steeple Bay and Seneca to serve Steeple  
(north of MacArthur, east of Seneca)

All work done and all materials furnished to be in accordance with plans and specifications  
on file in the office of the City Engineer.

**LUMP SUM BID ITEMS (766424) - Group 2**

1	Mobilization	1	LS
2	Excavation	915	cy
3	Signing	1	LS
4	Traffic Control	1	LS
5	Pavement Markings	1	LS
6	Seeding	1	LS
7	Site Clearing	1	LS
8	Site Restoration	1	LS

**MEASURED QUANTITY BID ITEMS (766424) - Group 2**

9	Crushed Rock Base 7", Reinforced	1,328	sy
10	Concrete Pavement 8" (NRDJ)	814	sy
11	Concrete Pavement (VG) 8" Reinf.	245	sy
12	Concrete Sidewalk 4"	4,337	sf
13	Sidewalk Thickening	171	lf
14	Wheelchair Ramp w/ Detectable Warnings	2	ea
15	Concrete C&G, Type 1 (6" & 1-1/2")	734	lf
16	Concrete Curb, Mono Edge (6" & 1-1/2")	95	lf
17	Concrete Ramp Nose Section	1	ea
18	Pipe, SWS, RCP 15"	14	lf
19	Fill, Sand (Flushed & Vibrated)	14	lf
20	Inlet, Curb (Type 1)(L=10' W=3')	2	ea
21	Pipe, SWS, PVC 4", Perforated	20	lf
22	Pipe, Connect to Existing	2	ea
23	Inlet Hook-up	2	ea
24	Pavement &/or Curb Removed	235	sy
25	Sidewalk, Drive &/or Pkg Lot Removed	598	sy
26	Traffic Signal Conduit	315	lf
27	Traffic Signal Service Boxes	4	ea
28	Inlet Removed	1	ea
29	Pipe Removed	4	lf
30	Manhole Adjusted w/New Ring & Cover	1	ea
31	Valve Box Adjusted	3	ea
32	BMP, Back of Curb Protection	914	lf
33	BMP, Curb Inlet Protection	2	ea
34	BMP, Silt Fence	225	lf
35	BMP, Construction Entrance	1	ea

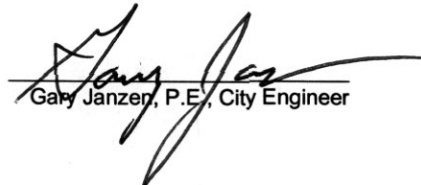
**Construction Subtotal**

Design Fee  
Engineering & Inspection  
Administration  
Publication

**Total Estimated Cost****\$531,000.00**

CITY OF WICHITA)  
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

  
Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this \_\_\_\_\_  
(DATE)

\_\_\_\_\_  
City Clerk

**PRELIMINARY ESTIMATE of the cost of:**

Steeple Bay from the east edge of Seneca to the intersection of Oak; and on  
Oak from the north edge of MacArthur to the intersection of Steeple Bay  
to serve Steeple Bay Addition  
(north of MacArthur, east of Seneca)

All work done and all materials furnished to be in accordance with plans and specifications  
on file in the office of the City Engineer.

**LUMP SUM BID ITEMS (766425) - Group 3**

1	Excavation	2,550	cy
2	Fill, Compacted (95% Density)	2,550	cy
3	Signing	1	LS
4	Seeding, Temporary	1	LS
5	Site Clearing	1	LS
6	Site Restoration	1	LS

**MEASURED QUANTITY BID ITEMS (766425) - Group 3**

7	AC Pavement 7" (5" Bit Base)	9,666	sy
8	Crushed Rock Base 6", Reinforced	13,526	sy
9	Concrete Pavement (VG) 7" (Reinf)	235	sy
10	Concrete Driveway, 8"	8,424	sf
11	Concrete C & G, Type 3 (6-1/2"), Median	3,542	lf
12	Concrete C & G, Type 4 (6-5/8"), City	3,925	lf
13	Concrete Curb, Mono Edge (6-5/8")	529	lf
14	Concrete Ramp Nose Section (Median)	14	ea
15	Concrete Sidewalk 4"	20,413	sf
16	Brick Pavers	1,346	sf
17	Wheelchair Ramp w/ Detectable Warnings	6	ea
18	Inlet Hookup	12	ea
19	Inlet Underdrain	60	lf
20	Sleeves, 6" PVC	768	lf
21	Valve Box Adjusted	1	ea
22	BMP, Back of Curb Protection	4,454	lf
23	BMP, Curb Inlet Protection	12	ea
24	BMP, Construction Entrance	2	ea

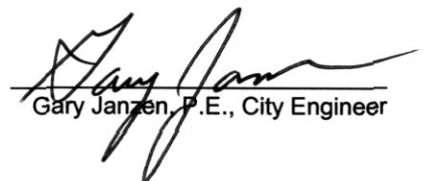
**Construction Subtotal**

Design Fee  
Engineering & Inspection  
Administration  
Publication

**Total Estimated Cost****\$1,551,000.00**

CITY OF WICHITA)  
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

  
Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this \_\_\_\_\_  
(DATE)

\_\_\_\_\_  
City Clerk

To be Bid:

January 25, 2019

**PRELIMINARY ESTIMATE of the cost of:**

Lighting, landscaping, irrigation and associated improvements within public rights-of-way (Part A) to serve Steeple Bay Addition (north of MacArthur, east of Seneca)

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

**MEASURED QUANTITY BID ITEMS (766426) - Group 4**

1	(2) Fixtures, Pole, and Pole Base	21	ea
2	#12 Copper Conductor	750	lf
3	#10 Copper Conductor	12,249	lf
4	#8 Copper Conductor	80	lf
5	#6 Copper Conductor	15	lf
6	#1 Copper Conductor	240	lf
7	#3/0 Copper Conductor	45	lf
8	1" Schedule 40 PVC	2,970	lf
9	1.5" Schedule 40 PVC	80	lf
10	2" Schedule 40 PVC	15	lf
11	Trench	3,065	lf
12	Pull Box	10	ea
13	Panels/Service Enclosures	3	ea

**Construction Subtotal**

Design Fee  
Engineering & Inspection  
Administration  
Publication  
Reserved for Part B

**Total Estimated Cost**\$1,076,000.00

CITY OF WICHITA)  
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

  
Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this \_\_\_\_\_  
(DATE)

\_\_\_\_\_  
City Clerk

490461 (766426) 472-85453

Page \_\_\_\_\_

EXHIBIT

**PRELIMINARY ESTIMATE of the cost of:**

Stormwater Drain #730 Part B to serve Steeple Bay Addition  
(north of Macarthur, east of Seneca)

All work done and all materials furnished to be in accordance with plans and specifications  
on file in the office of the City Engineer.

**LUMP SUM BID ITEMS (751581) - Group 5**

1	Site Clearing	1	LS
2	Site Restoration	1	LS

**MEASURED QUANTITY BID ITEMS (751581) - Group 5**

3	Inlet Curb (Type 1A) (L=5' W=3')	2	ea
4	Pipe, SWS 18"	106	lf
5	Pipe, SWS, RCBC (3-12' x 10')	89	lf
6	Fill, Sand (Flushed & Vibrated)	195	lf
7	BMP, Curb Inlet Protection	2	ea
8	BMP, Construction Entrance	1	ea
9	BMP, Silt Fence	150	lf

**Construction Subtotal**

Design Fee  
Consultant Inspection Fee (both phases)  
Engineering  
Administration  
Publication  
Part A Contract & Change Orders  
Contingency

**Total Estimated Cost**\$1,317,000.00

CITY OF WICHITA)  
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

  
Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this \_\_\_\_\_  
(DATE)

\_\_\_\_\_  
City Clerk

485472 (751581) 468-85316

Page \_\_\_\_\_

EXHIBIT \_\_\_\_\_



**PRELIMINARY ESTIMATE of the cost of:**

2019 Sanitary Sewer Reconstruction Phase 1

(north of 31st St S, east of Hydraulic - various locations)

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

**LUMP SUM BID ITEMS**

1 Site Clearing	1	LS
2 Site Restoration	1	LS

**MEASURED QUANTITY BID ITEMS**

3 Pipe, SS 8"	1,452	lf
4 Pipe Removed (6" or 8")	1,452	lf
5 MH, Outside Drop Reconstructed	1	ea
6 MH Removed	1	ea
7 MH, Shallow, SS (4')	6	ea
8 MH Frame & Cover, Replaced	3	ea
9 MH Bench & Invert, Removed & Replaced	3	ea
10 Conc Pvmnt Rem & Repl (incl curb/gutter)	62	lf
11 Conc Sidewalk Rem & Replaced (public)	8	lf
12 Conc Sidewalk Rem & Replaced (private)	8	lf
13 Conc Encasement Removed	40	lf
14 Conc Encasement 8", Reinf	40	lf
15 Fill, Sand (flushed & vibrated)	62	lf
16 Service Reconnection, Sewer (4")	49	ea
17 Serv Reconnection, Sewer (6")	1	ea
18 Pipe, WL (adjust water service line)	20	lf
19 Water Meter Box Removed/Reset	1	ea
20 BMP, Construction Entrance	1	ea
21 BMP, Back of Curb Protection	80	lf
22 BMP, Erosion Control Mat	30	sy

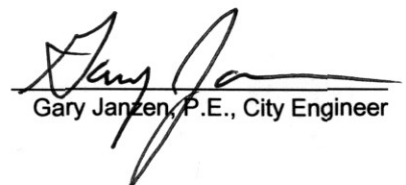
**Construction Subtotal**

Engineering & Inspection  
Administration  
Publication

**Total Estimated Cost****\$280,000.00**

CITY OF WICHITA)  
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

  
Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this \_\_\_\_\_  
(DATE)

\_\_\_\_\_  
City Clerk

669050 (629101) 468-85401

Page \_\_\_\_\_

EXHIBIT

**PRELIMINARY ESTIMATE of the cost of:**

Lateral 566, Southwest Interceptor to serve Sandcrest 4th Addition  
(south of 29th Street North, east of Hoover Rd)

All work done and all materials furnished to be in accordance with plans and specifications  
on file in the office of the City Engineer.

**LUMP SUM BID ITEMS**

1	Dewatering	1	LS
2	Seeding	1	LS
3	BMP, Construction Entrance	1	ea
4	Site Clearing	1	LS
5	Site Restoration	1	LS

**MEASURED QUANTITY BID ITEMS**

6	Pipe, SS 8"	4,460	lf
7	Pipe, SS 10"	1,793	lf
8	Riser Assembly 4", Manhole Stub	39	ea
9	Riser Assembly 4", Vertical	7	ea
10	Riser Assembly 8", Cleanout	11	ea
11	MH, Shallow SS (4')	4	ea
12	MH, Standard SS (4')	26	ea
13	MH, Outside Drop Constructed	1	ea
14	Fill, Sand (Flushed & Vibrated)	3,829	lf
15	Fill, Flowable	782	lf
16	Air Testing, SS Pipe	6,253	lf
17	MH, Joint Wrap	56	lf
18	Protective Fill	876	lf

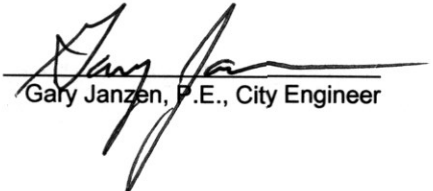
**Construction Subtotal**

Design Fee  
Engineering & Inspection  
Administration  
Publication

**Total Estimated Cost**\$688,000.00

CITY OF WICHITA)  
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

  
Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this \_\_\_\_\_  
(DATE)

\_\_\_\_\_  
City Clerk

480182 (744491) 468-85326

Page \_\_\_\_\_

EXHIBIT \_\_\_\_\_

THE CITY OF WICHITA  
Department of Public Works

Wichita, Kansas

**NOT TO BE ADVERTISED  
PRELIMINARY ESTIMATES  
FOR CITY COUNCIL FEBRUARY 12, 2019**

**PRELIMINARY ESTIMATE** of the cost of sanitary sewer to serve Northwest Village Addition, (north of 13<sup>th</sup> Street North, east of Tyler Road (District V) (468-85310/744466/480157) – Total Estimated Cost \$36,135.

To the City Council  
Wichita, Kansas

Date of CC	02/12/2019
(OCA/PROJ)	744466/468-85310
(PPN)	480157

**THIS PROJECT IS NOT TO BE ADVERTISED FOR BIDS**

**PRELIMINARY ESTIMATE** of the cost of sanitary sewer improvements to serve Northwest Village Addition (District V).

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

Total Estimated Cost	\$36,135
----------------------	----------

CITY OF WICHITA  
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

---

Gary Janzen, City Engineer

Sworn to and subscribed before me this 12th day of February 2019.

---

City Clerk

**PRELIMINARY ESTIMATE** of the cost of sanitary sewer improvements to serve Northwest Village Addition, (north of 13th<sup>1</sup> Street North, east of Tyler Road. (District V (468-85310/744466/480157) – Total Estimated Cost \$36,135.

Page \_\_\_\_\_ Exhibit \_\_\_\_\_

City of Wichita  
City Council Meeting  
February 12, 2019

**TO:** Mayor and City Council

**SUBJECT:** Supplemental Design Agreement No. 1 for I-135/K-96/K-254/I-235 (North Junction) Interchange Improvements (All Districts)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

---

**Recommendation:** Approve Supplemental Design Agreement No. 1.

**Background:** The I-135/K-96/K-254/I-235 (North Junction) interchange is a vital transportation node for Wichita and Sedgwick County, providing a critical connection between two interstate and two state highway systems. The facility was built nearly 50 years ago and no longer can safely or effectively accommodate current traffic demands, especially with an increase in freight travel. The interchange carries almost 100,000 vehicles each day with future projected counts of over 160,000 vehicles per day, including just under 16,000 trucks. The Kansas Department of Transportation (KDOT) has hired Professional Engineering Consultants (PEC) to develop plans to field check level (50%) for alleviating the most congested movements. There is currently no funding identified for final design or construction, and only partial funding for right of way acquisition.

On June 19, 2018, the City Council approved the authority to apply for a Better Utilizing Investments to Leverage Development (BUILD) grant and hire PEC to prepare the grant application. On July 10, 2018, the City Council approved an agreement with Sedgwick County for an equal sharing of costs for submitting the BUILD grant, beginning right-of-way acquisitions and applying for Infrastructure for Rebuilding America (INFRA) grant funds later in 2018. On August 21, 2018, the City Council adopted the resolution and approved the budget sheet that was inadvertently left off of the July 10, 2018 agenda item.

**Analysis:** The City of Wichita and Sedgwick County submitted a BUILD grant application on July 19, 2018, but was not selected for funding. Another opportunity for federal funding is available with the next round of INFRA grants that has recently been announced with an application deadline of March 4, 2019. The North Junction project is a good candidate for the INFRA grant, which favors regionally significant freight improvements and provides a minimum of \$25 million in project funding. With no current funding available at the state level, nor for the foreseeable future, this application for federal funding provides the best opportunity to move the project forward. Much of the work performed for the previously submitted BUILD grant can be utilized for the INFRA grant application. Staff recommends a supplemental agreement with PEC to assist with the INFRA grant application process.

**Financial Considerations:** The design cost to date is \$86,136. The cost of Supplemental Design Agreement No. 1 is \$74,738, which brings the total design fee to \$160,874. The existing budget of \$1,000,000, (\$500,000) Local Sales Tax bond funding and (\$500,000) Sedgwick County funding, was approved by the City Council on August 21, 2018.

**Legal Considerations:** The Law Department has reviewed and approved Supplemental Design Agreement No. 1 as to form.

**Recommendation/Action:** It is recommended that the City Council approve Supplemental Design Agreement No. 1 and authorize the necessary signatures.

**Attachment:** Supplemental Design Agreement No. 1.



SUPPLEMENTAL AGREEMENT NO. 1  
TO THE  
AGREEMENT FOR PROFESSIONAL SERVICES DATED JUNE 19, 2018  
BETWEEN  
THE CITY OF WICHITA, KANSAS  
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE  
"CITY"  
AND  
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.  
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE  
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists an Agreement (dated June 19, 2018) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the grant application process for **WICHITA NORTH JUNCTION INTERCHANGE IMPROVEMENTS** at I-135, K-96, K-254 and I-235 (Project No. 472-85470\_705013\_401513).

WHEREAS, Paragraph IV. B. of the above referenced Agreement provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced Agreement is hereby amended to include the following:

**Prepare grant application for INFRA funding of Wichita North Junction Improvements  
(see Attached for details)**

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this Supplemental Agreement shall be made on the basis of the not to exceed fee of **\$74,738**.

C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY within the time allotted for the project as stipulated below; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

- (a) Field check plans of the project for distribution to utilities by **N/A**.
- (b) Office check plans by **March 4, 2019**.
- (c) Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related project documents by **March 4, 2019**.

D. PROVISIONS OF THE ORIGINAL AGREEMENT

The parties hereunto mutually agree that all provisions and requirements of the original Agreement, not specifically modified by this Supplemental Agreement, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

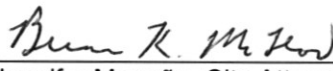
CITY OF WICHITA

\_\_\_\_\_  
Jeff Longwell, Mayor

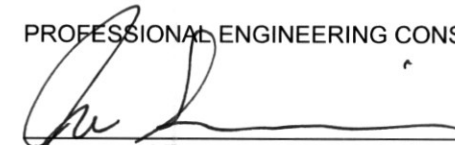
ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
for Jennifer Magaña, City Attorney and  
Director of Law

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

  
\_\_\_\_\_  
(Name and Title)  
Joseph P. Surmeier, P.E.  
Principal / Civil Department Manager

## Introduction

This proposal includes the effort necessary to develop an INFRA Grant application for the Wichita North Junction Project. PEC, HNTB, the City of Wichita, and KDOT will work together to develop a FY 2019 INFRA Transportation Discretionary Grant application as outlined in the Federal Register (Vol. 83, No. 245 Friday, December 21, 2018). The application will not exceed the specified 25-page limit.

The development of the INFRA Grant application will leverage the effort, to the extent possible, that was invested in the development of the 2018 BUILD Grant application. A few significant changes in the grant criteria from 2018 BUILD to 2019 INFRA will require changes to the grant application; notably:

- The addition of the Small/Large project designation will require additional explanation and narrative. It is assumed that the Large project designation will be pursued.
- The addition of Criterion #4, requiring "Performance and Accountability Measures"
- Adjustment to Criterion #1 to focus on "Economic Vitality"

To strengthen the project's application and tailor it specifically to the INFRA Grant criteria, the Benefit-Cost Analysis (BCA) will be updated, several parts of the narrative will be updated, and new narrative will be developed to support the new/revised criteria. The following is a description of the work to be performed by PEC, HNTB, KDOT, and the City of Wichita to prepare this application, the schedule for development of the application, and the deliverables to be provided.

## Discovery and Grant Initiation

A Kick-off meeting will be conducted to develop a strategy for presenting a convincing message that speaks to the strengths of the project and the criteria of the regulations.

To strengthen the grant application, a debrief meeting will be conducted with DOT reviewers for the FY 2018 BUILD Grant cycle. The intelligence from this discussion will be incorporated into the INFRA grant strategy.

## INFRA Grant Application

The INFRA Grant Application will address the following areas:

### Standard Forms

PEC will prepare Standard Form 424 (Application for Federal Assistance) and Standard Form 424C (Budget Information for Construction Programs).

### Cover Page

HNTB will develop a revised graphic identity for the application to differentiate the INFRA application from the BUILD application. Incorporate required project data chart

### Project Description & Location

PEC/HNTB will provide minor updates to the summary of the North Junction project, project map and summary of project location.

### Project Funding Information

PEC/HNTB will prepare a summary of the anticipated project funding that addresses the following areas outlined in the 2019 INFRA NOFO; Project Costs (incurred to date and future eligible costs), sources and amounts of funds, sources of non-Federal funds, amount and nature of Federal funds and source of matching non-Federal funds, and a budget illustrating cost sharing and sufficient contingencies.

Merit Criteria – HNTB will prepare information to support the merit criteria outlined in the 2019 INFRA Notice of Funding Opportunity (NOFO):

- **Criterion 1** – Support for National or Regional Economic Vitality
- **Criterion 2** – Leveraging of Federal Funding
- **Criterion 3** – Potential for Innovation
- **Criterion 4** – Performance and Accountability

To address these criteria, HNTB will rely on a variety of materials and information sources similar to those used in the previous BUILD grant application for this project. This will include:

- Utilizing analysis performed as part of Break-In-Access study to provide a summary of the safety benefits to the traveling public of the project.
- Describing the infrastructure condition improvements provided by the project.
- Describing the ways in which the project will decrease transportation costs, improve movement of workers and goods, enhance the reliability of freight movement, and create economic opportunities.
- Summarizing the environmental benefits provided by the project through reduced congestion as well as the environmental mitigation to be performed to address impacts.
- Detailing improvements to quality of life provided by the project by improving connectivity for citizens, particularly to rural communities outside of Wichita.
- Brainstorming potential design and delivery innovations that could be applied to this project. Acceptable ideas will be documented in the application.
- Describing the partnership formed between the City of Wichita, KDOT, Sedgwick County and neighboring communities to deliver the project.
- Highlighting the non-federal revenue sources resulting from partnership discussions.

### Project Readiness

HNTB will prepare an explanation of the project readiness that addresses; Technical Feasibility, Project Schedule, Required Approvals, and an Assessment of Project Risks and Mitigation Strategies. KDOT will provide a letter indicating the potential for the project to be classified as a Categorical Exclusion (CE). The City will obtain letters of support from county, state, and other local officials.

### Large/Small Project Requirements

HNTB will prepare an explanation of qualifications for a large project award as outlined in the 2019 INFRA NOFO. This explanation will include reference to requirements enumerated at 23 U.S.C. 117(g) and the goals under 23 U.S.C. 150.

### Benefit-Cost Analysis

HNTB will prepare and summarize a benefit-cost analysis (BCA) that quantifies expected benefits of the project against a no-build baseline and comparison to project costs. The benefit analysis will be based upon savings in travel times, vehicle operating costs, and safety costs based upon data from the Break-In-Access report and other readily available updated information. Other benefits provided by the project will be described in qualitative terms.

The North Junction Project's BCA developed for the 2018 BUILD application will be updated to address:

- Expanded explanation of BCA methodology to address feedback from DOT reviewers,
- Including additional ancillary benefits the project will provide,

- Providing additional graphical representations of the projects benefits and costs to enhance the understanding of reviewers,
- Changes in project scope and costs.

## Additional Activities

A phone/web meeting will be conducted to review the draft outline of the Grant application.

A draft application review will be conducted via phone/web-conference to review the draft application and review comments.

City of Wichita will complete the following activities:

- Register with System of Award Management (SAM) at [www.SAM.gov](http://www.SAM.gov).
- Obtain a Data Universal Numbering System (DUNS) number.
- Register a username and password at Grants.gov in order to make the formal submission of the application. **Note that registration may take 2-4 weeks to complete.**
- Submit the final grant application prior to the application deadline of 8:00 PM E.S.T. March 4, 2019.
- Solicit and obtain letters of support for the project.

## Schedule

See Attachment B for a detailed schedule.

## Deliverables

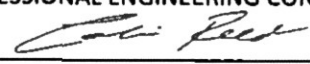
- Framework for Letters of Support
- Outline of Grant Application
- Draft Grant Application in pdf format
- Final Grant Application in pdf format

## Payment

The services outlined in this document and attachments are proposed to be provided on the basis of cost-plus fixed fee payment. This effort will be a supplement to the Grant Application Assistance Agreement dated June 19<sup>th</sup>, 2018. The revised cost, including fixed fee shall not exceed \$122,576 (see Attachment A for additional detail).

Respectfully submitted,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By:  1/14/2019

Calvin Reed, P. E. (Date)  
Associate and Transportation Division Manager

ATTEST:

By:  1-14-2019  
Joe Surmeier, P.E. (Date)  
Executive Vice President

**Wichita North Junction Project INFRA Grant (2019)**  
**Fee Summary and Task Breakout**  
Jan. 11, 2019

**FEE SUMMARY**

Direct Labor	Manhours	Total
Task 1 - Discovery and Grant Outline (PEC)	48	\$2,580
Task 1 - Discovery and Grant Outline (HNTB)	123	\$6,906
Task 2 - Forms and Application Assembly (PEC)	9	\$491
Task 3 - Application Narrative and Figures (HNTB)	241	\$12,925
Task 4 - Project Administration (PEC)	34	\$1,818
Task 4 - Project Administration (HNTB)	44	\$2,544

**HNTB**

Direct Labor	408	\$22,375
Overhead (143.83%)		\$32,182
Fixed Fee (11%)		\$6,001
Expenses		
Printing/Reproduction/Misc.		\$100
Travel		\$400
<b>HNTB Total</b>		<b>\$61,058</b>

**PEC**

Direct Labor	91	\$4,889
Overhead (146.58%)		\$7,166
Fixed Fee (11%)		\$1,326
Expenses		
Printing/Reproduction/Misc.		\$100
Travel		\$200
Subconsultant HNTB		\$61,058
<b>Total</b>		<b>\$74,738</b>

## Wichita North Junction Project INFRA Grant (2019)

### Fee Summary and Task Breakout

	Hours	Rate	Total
<b>Task 1 - Discovery and Grant Outline (PEC)</b>			
PM	13	\$62.60	\$814
Senior Engineer/Planner	23	\$55.90	\$1,286
Engineer/Planner	12	\$40.00	\$480
Graphics Tech/Admin.	0	\$34.30	\$0
<b>Subtotal</b>	<b>48</b>		<b>\$2,580</b>
<b>Task 1 - Discovery and Grant Outline (HNTB)</b>			
PM	23	\$62.00	\$1,426
Senior Engineer/Planner	35	\$75.00	\$2,625
Engineer/Planner	51	\$45.00	\$2,295
Graphics Tech/Admin.	14	\$40.00	\$560
<b>Subtotal</b>	<b>123</b>		<b>\$6,906</b>
<b>Task 2 - Forms and Application Assembly (PEC)</b>			
PM	3	\$62.60	\$188
Senior Engineer/Planner	4	\$55.90	\$224
Engineer/Planner	2	\$40.00	\$80
Graphics Tech/Admin.	0	\$34.30	\$0
<b>Subtotal</b>	<b>9</b>		<b>\$491</b>
<b>Task 3 - Application Narrative and Figures (HNTB)</b>			
PM	30	\$62.00	\$1,860
Senior Engineer/Planner	60	\$75.00	\$4,500
Engineer/Planner	105	\$45.00	\$4,725
Graphics Tech/Admin.	46	\$40.00	\$1,840
<b>Subtotal</b>	<b>241</b>		<b>\$12,925</b>
<b>Task 4 - Project Administration (PEC)</b>			
PM	10	\$62.60	\$626
Senior Engineer/Planner	16	\$55.90	\$894
Engineer/Planner	4	\$40.00	\$160
Graphics Tech/Admin.	4	\$34.30	\$137
<b>Subtotal</b>	<b>34</b>		<b>\$1,818</b>
<b>Task 4- Project Administration (HNTB)</b>			
PM	12	\$62.00	\$744
Senior Engineer/Planner	14	\$75.00	\$1,050
Engineer/Planner	6	\$45.00	\$270
Graphics Tech/Admin.	12	\$40.00	\$480
<b>Subtotal</b>	<b>44</b>		<b>\$2,544</b>
<b>TOTAL</b>	<b>499</b>		<b>27,264</b>

# Wichita North Junction Project INFRA Grant (2019)

## Fee Summary and Task Breakout

Items	PM	Senior Engineer/ Planner	Engineer/ Planner	Graphics Tech/ Admin	TOTAL
<b>Task 1 - Discovery and Grant Outline</b>					

	PEC Tasks					
1.1	Prepare and Conduct Kick-Off/Initial Discovery Session (in Wichita)	2	8	4	0	14
1.2	Update Funding Scenarios	6	6	0	0	12
1.3	Refine Cost Estimate(s) to feed BCA	2	2	6	0	10
1.4	Conduct BUILD Debrief Meeting (Phone)	2	1	0	0	3
1.5	Request Letters of Support - Update list of potential supporters. Update BUILD Letter of Support request. (Wichita to make formal requests.)					
		1	6	2	0	9
PEC SUBTOTAL		13	23	12	0	48

	HNTB Tasks					
1.6	Prepare and Conduct Kick-Off/Initial Discovery Session (in Wichita)	10	10	4	0	24
1.7	Update Funding Scenarios	4	6	4	0	14
1.8	Update Benefit-Cost Analysis (BCA)	2	6	30	0	38
1.9	Conduct BUILD Debrief Meeting (Phone)	2	2	1	0	5
1.10	Develop/Update Graphic Identity	1	1		8	10
1.11	Update Project Summary, Description, Location from BUILD Application	2	6	4	2	14
1.12	Develop Draft Outline of Grant Application	2	4	8	4	18
HNTB SUBTOTAL		23	35	51	14	123



# Wichita North Junction Project INFRA Grant (2019)

## Fee Summary and Task Breakout

Items				Graphics Tech/ Admin	
<b>Task 2 - Forms and Application Assembly (PEC)</b>	<b>PM</b>	<b>Senior Engineer/ Planner</b>	<b>Engineer/ Planner</b>		<b>TOTAL</b>

2.1	Standard Form 424 (App. For Fed. Assistance)	1	2	1	0	4
2.2	Standard Form 424C (Budget Info. For Con. Programs)	1	2	1	0	4
2.3	Federal Wage Rates Certification - To be provided by City of Wichita and/or KDOT	1	0	0	0	1
SUBTOTAL		3	4	2	0	9

## Wichita North Junction Project INFRA Grant (2019) Fee Summary and Task Breakout

Items	PM	Senior Engineer/ Planner	Engineer/ Planner	Graphics Tech/ Admin	TOTAL
<b>Task 3 - Application Narrative and Figures (HNTB)</b>					

	Project Narrative					
3.1	Grant Funds, Sources & Uses of All Project Funding	2	2	4	0	8
3.2	Merit Criteria (1) - Support for National or Regional Economic Vitality	4	8	24	6	42
3.3	Merit Criteria (2) - Leveraging of Federal Funding	2	4	7	2	15
3.4	Merit Criteria (3) - Innovation	1	4	8	2	15
3.5	Merit Criteria (4) - Performance and Accountability	13	30	32	12	87
3.6	Graphics Development	2	4	10	20	36
3.7	Update Project Readiness	2	4	8	2	16
3.8	Large/Small Project Requirements	4	4	12	2	22
SUBTOTAL		30	60	105	46	241

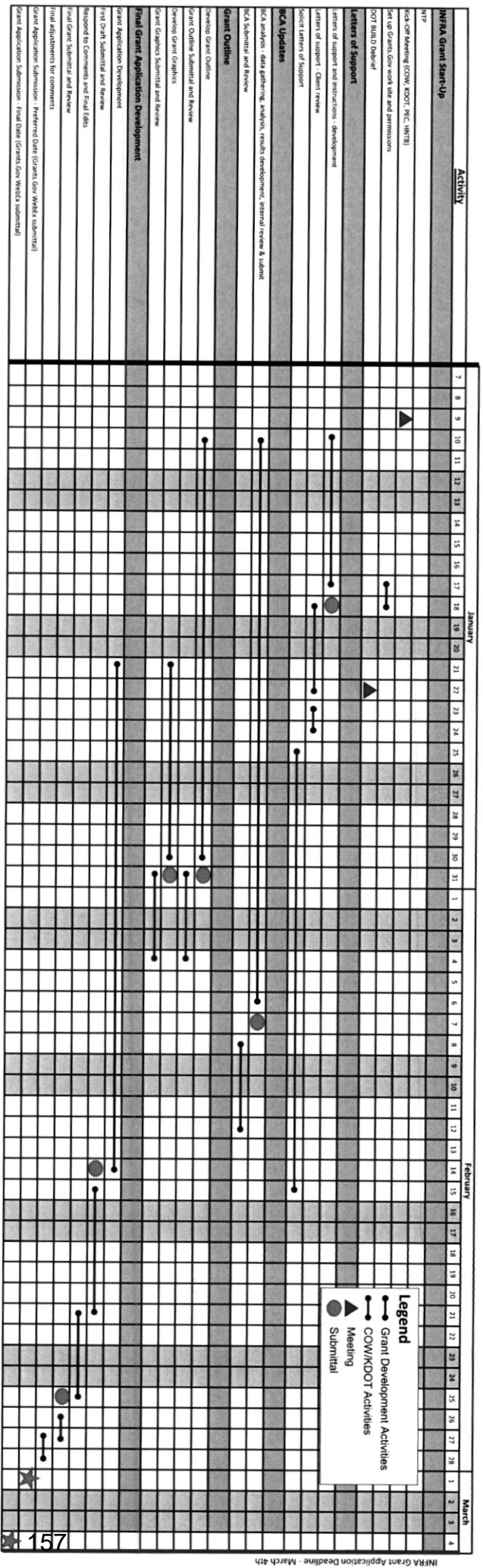
# Wichita North Junction Project INFRA Grant (2019)

## Fee Summary and Task Breakout

Items	PM	Senior Engineer/ Planner	Engineer/ Planner	Graphics Tech/ Admin	TOTAL
<b>Task 4 - Project Administration</b>					

	<b>PEC Tasks</b>					
4.1	Support Coordination	4	6	4	4	18
4.2	QA/QC	4	8	0	0	12
4.3	Project Management/Project Administration	2	2	0	0	4
	<b>PEC SUBTOTAL</b>	<b>10</b>	<b>16</b>	<b>4</b>	<b>4</b>	<b>34</b>
	<b>HNTB Tasks</b>					
4.4	Coordination Calls	4	4	2	2	12
4.5	QA/QC	4	8	4	2	18
4.6	Project Management/Project Administration	4	2	0	8	14
	<b>HNTB SUBTOTAL</b>	<b>12</b>	<b>14</b>	<b>6</b>	<b>12</b>	<b>44</b>

## Wichita INFRA Grant Schedule



City of Wichita  
City Council Meeting  
February 12, 2019

**TO:** Mayor and City Council

**SUBJECT:** Supplemental Design Agreement No. 1 for Improvements to The Reserve at Sierra Hills 2<sup>nd</sup> Addition (District II)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendation:** Approve Supplemental Design Agreement No. 1.

**Background:** On July 24, 2018, the City Council approved petitions for water and sewer improvements to serve The Reserve at Sierra Hills 2<sup>nd</sup> Addition, located north of Pawnee, west of 143<sup>rd</sup> Street East.

**Analysis:** The proposed Supplemental Design Agreement No. 1 provides for construction surveying and inspection services. The Engineering Division has worked closely with the development community to create an effective partnership and business model for project management. As engineering field staff's workload is currently at its optimal efficiency for production and cost, Supplemental Design Agreement No. 1 has been prepared for Garver, LLC to provide the additional services. Garver, LLC, as the platting engineer for the developer, can provide the greatest quality service and expertise, as a supplement to City staff.

**Financial Considerations:** The design service fee to date is \$49,600. The cost of Supplemental Design Agreement No. 1 is \$4,400, which brings the total design fee to \$54,000. Funding is available within the existing budget approved by the City Council on July 24, 2018 and is funded by 100% special assessment.

**Legal Considerations:** Supplemental Design Agreement No. 1 has been reviewed and approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve Supplemental Design Agreement No. 1 and authorize the necessary signatures.

**Attachment:** Supplemental Design Agreement No. 1.

SUPPLEMENTAL AGREEMENT NO. 1  
TO THE  
AGREEMENT FOR PROFESSIONAL SERVICES DATED AUGUST 10, 2018  
BETWEEN  
THE CITY OF WICHITA, KANSAS  
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE  
"CITY"  
AND  
GARVER, LLC  
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE  
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated August 10, 2018) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to **THE RESERVE AT SIERRA HILLS 2<sup>ND</sup> ADDITION, PHASE 4.**

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

**Inspection & AS-Builts**

(as per the City of Wichita Standard Construction Engineering Practices)

**WATER DISTRIBUTION SYSTEM** to serve The Reserve at Sierra Hills 2nd Addition, Phase 4 (north of Pawnee, west of 143rd Street East) (Project No. 448-90906\_735612\_470285)

**LATERAL 9, MAIN 21 FOUR MILE CREEK SEWER** to serve The Reserve at Sierra Hills 2nd Addition, Phase 4 (north of Pawnee, west of 143rd Street East) (Project No. 468-85338\_744479\_480170).

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the not to exceed fee amount specified below:

Project No. 448-90906	\$ 2,000.00
Project No. 468-85338	\$ 2,400.00
<b>Total</b>	<b>\$ 4,400.00</b>

C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY by \_\_\_\_\_;

EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions of inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

D. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the original Contract, not specifically modified by this Supplemental Agreement, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2019.


CITY OF WICHITA

\_\_\_\_\_  
Jeff Longwell, Mayor


ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Jennifer Magaña, City Attorney  
and Director of Law

GARVER, LLC

  
\_\_\_\_\_  
(Name and Title)  
Christopher M. Bolun  
Sr. Proj. Mgr.

City of Wichita  
City Council Meeting  
February 12, 2019

**TO:** Mayor and City Council

**SUBJECT:** Design Services Agreement for Firefly Way Addition (District II)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendation:** Approve the design agreement.

**Background:** On February 7, 2017, the City Council approved petitions for water, sewer, and paving improvements to serve Firefly Way Addition, located south of 29<sup>th</sup> Street North, west of 127<sup>th</sup> Street East.

**Analysis:** The proposed design agreement between the City and Baughman Company, P.A., provides for design of the improvements. In accordance with Administrative Regulation 1.10, Baughman Company P.A., is an engineering consultant upon whom the City and developer mutually agree for this work, and, as this firm provided the preliminary engineering services for the platting of the subdivision, can expedite plan preparation.

**Financial Considerations:** The design fee for the improvements is \$58,300. Funding was approved by the City Council on February 7, 2017, and is 100% funded by special assessment.

**Legal Considerations:** The design agreement has been reviewed and approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve the design agreement and authorize the necessary signatures.

**Attachment:** Design agreement.



AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

BAUGHMAN COMPANY, P.A.

for

FIREFLY WAY ADDITION

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2019  
by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and  
BAUGHMAN COMPANY, P.A., party of the second part, hereinafter called the "ENGINEER".

WHEREAS, the CITY intends to construct;

**WATER DISTRIBUTION SYSTEM** to serve Lots 22 through 40, Block A; Lots 34 through 45, Block E; Firefly Way Addition (south of 29<sup>th</sup> Street North, west of 127<sup>th</sup> Street East) (Project No. 448-90794\_470295\_735622).

**LATERAL 3, MAIN 25 FOUR MILE CREEK SEWER** to serve Lots 13 through 17 and Lots 22 through 40, Block A; Lots 38 through 41 and Lots 44 and 45, Block E; Firefly Way Addition (south of 29<sup>th</sup> Street North, west of 127<sup>th</sup> Street East) (Project No. 468-85180\_480180\_744489).

**BRACKEN, 27<sup>TH</sup>** to serve Lots 22 through 40, Block A; Lots 34 through 45, Block E; Firefly Way Addition (south of 29<sup>th</sup> Street North, west of 127<sup>th</sup> Street East) (Project No. 472-85351\_492011\_766444).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing water and sewer improvements for Firefly Way Addition, and to perform the project tasks outlined in the SCOPE OF SERVICES (**Exhibit "A"**).

II. IN ADDITION, THE ENGINEER AGREES

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in **Exhibit "A"**.

- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this Agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this Agreement.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in **Exhibit "B"** which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY within the time allotted for the project as stipulated below; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this Agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this Agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this Agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation - Statutory  
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the project now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the project; however, reproduction costs are the responsibility of the ENGINEER, except as specified in **Exhibit "A"**.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this Agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this Agreement shall be made on the basis of the not to exceed fee amount specified below:

<b>Project No. 448 90794</b>	<b>\$ 11,000.00</b>
<b>Project No. 468 85180</b>	<b>\$ 12,200.00</b>
<b>Project No. 472 85351</b>	<b><u>\$ 35,100.00</u></b>
<b>TOTAL:</b>	<b>\$ 58,300.00</b>

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the project such as, but not limited to:
  - 1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the project.
  - 2. Additional design services not covered by the scope of this Agreement.
  - 3. Construction staking, material testing, inspection and administration related to the project.
  - 4. A major change in the scope of services for the project.If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this Agreement at any time, upon written notice, in the event the project is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the project shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this Agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the project.
- C. That the services to be performed by the ENGINEER under the terms of this Agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this Agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this Agreement shall be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement.
- G. The rights and remedies of the CITY provided for under this Agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this Agreement, that it is not intended by any of the provisions of any part of this Agreement to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Agreement as of the date first written above.

THE CITY OF WICHITA


\_\_\_\_\_  
Jeff Longwell, Mayor

SEAL:

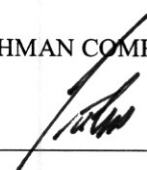
ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Jennifer Magaña, Director of Law and  
City Attorney

BAUGHMAN COMPANY, P.A.

  
\_\_\_\_\_  
N. Brent Wooten, P.E.  
President

## EXHIBIT "A"

### SCOPE OF SERVICES

#### Firefly Way Addition

(south of 29<sup>th</sup> Street North, west of 127<sup>th</sup> Street East)

(Project No. 448-90794; 468-85180; 472-85351)

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared per **Attachment No. 1 to Exhibit "A"**.

In connection with the services to be provided, the ENGINEER shall:

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. **Field Surveys.** Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the project limits prior to the ENGINEER conducting the field survey for the project. Utility information shall be clearly noted and identified on the plans.
2. **Storm Water Pollution Prevention.** On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a Notice of Intent (NOI) prior to bidding; site-specific erosion control plan; and standard Best Management Practice (BMP) detail sheets per **Attachment No. 1 to Exhibit "A"**.
3. **Soils and Foundation Investigations.** The CITY may authorize ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of the Testing Laboratory's work. If required the cost of soils and boring investigations shall be prepared as a supplemental agreement between City of Wichita and the ENGINEER. This may be required for bridges, structures, retaining walls and other locations.
4. **Review Preliminary Design Concepts.** Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
5. **Drainage Study.** When applicable, conduct a detailed study to explore alternative design concepts concerning drainage for the project. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of final check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
6. **Plans & Specifications.** Prepare engineering plans, plan quantities and supplemental specifications as required. Pay items of work shall conform to the CITY's Master Bid Item List. Engineering plans will include incidental drainage where required and permanent traffic signing. The project's plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 6.5, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be submitted per **Attachment No. 1 to Exhibit "A"**. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
7. **Landscaping.** Where landscaping may be required along arterial streets, ENGINEER should use plant material that is drought resistant and requires low maintenance in a xeriscape concept, and is consistent with the City of Wichita Landscape Policy for Arterial Streets. A landscape architect should be included on the Consultants' Design Team.



8. Property Acquisition. Prepare right-of-way/easement tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way or easements. This shall include the setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations. **The ENGINEER shall perform all necessary title work and sufficient research for determination of current right-of-way and easements.**
9. Utility Coordination. Identify all potential utility conflicts and provide preliminary field check plans showing the problem locations, posted to the City's FTP site. **Plans will clearly identify specific utility company facilities by color and by name (i.e. not just "gas" or "fiber optic").** ENGINEER shall include a conflict list for each utility, also posted to the FTP site. ENGINEER shall meet with utility company representatives to review plans and utility verification forms (**Attachment No. 3 to Exhibit "A"**) at each milestone date and as directed by the CITY and as determined necessary by the ENGINEER. This information will be compiled into a summary report (**Attachment No. 4 to Exhibit "A", also available on the City's FTP site**) maintained and updated by ENGINEER as necessary to present a cohesive and reflective status of utilities, and provided to the City as necessary. **ENGINEER shall maintain involvement with utility companies until all conflicts have been resolved (not just identified).** When appropriate, the City Engineer will approve the identification on plans of conflicts to be resolved during construction. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction.
10. Staking Information. All applicable coordinate control points and related project staking information shall be furnished on a map on the plans, as well on CD-ROM, as a text file, along with the project PDF's. This coordinate information will be used by the CITY for construction staking purposes. See **Attachment No. 2 to Exhibit "A"** for required coordinate information.
11. Shop Drawings. All shop drawings submitted by the contractor for the project shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the project.
12. Public Meeting. The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
13. New Right-of-Way Monumentation. The ENGINEER shall complete permanent monumentation of all new right-of-way, and complete and submit all necessary legal documentation for same.
14. Section Corner Monuments. The Engineer shall provide services required by KSA Chapter 58, Article 20, Statute 58-2011, any time a section corner or monument will be endangered, disturbed, or removed. The City of Wichita Construction Engineer will receive a copy of all Land Survey Reference Reports submitted to the Secretary of State Historical Society. All costs associated with this effort shall be the responsibility of the Engineer. The City will provide a three business day notice to the Engineer to mark the monument location for re-establishment after pavement work is completed. The City will then core and install a cast iron monument box and cover. The Engineer will be notified within three business days after the box is installed to reset the final monument.
15. Permits. The ENGINEER shall prepare any and all necessary permits for this project, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT. **The ENGINEER shall be responsible for the cost of all permit fees that are required to complete the PROJECT. The cost shall be included in the design fee submitted by the ENGINEER.**
16. Project Milestones. The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans, specifications and estimates to the CITY within the time allotted for the project as stipulated below; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

**Field Check Plans and an estimate for the project due by N/A.**

**Office Check Plans and an estimate for the project due by January, 2019.**

**Completion of all work required by this Agreement (including submittal of final approved plans, field notes, and related project documents by March, 2019.**

## **Attachment No. 1 to Exhibit "A" – Scope of Services**

### **Plan Submittal**

*Water* projects plans shall be submitted with (1) set of mylar plans; and a CD of the .dwgs and .pdfs. This includes projects that have the water plans incorporated into that project, for which the cover sheet should also be included.

Storm Sewer, Sanitary Sewer and Paving plans shall be submitted in a .dwg and .pdf format on a CD.

In addition, two (2) sets of 11"x17" plans will be submitted at the time of final .pdf submittal for ALL projects, regardless of the type.

### **Storm Water Pollution Prevention**

For any project disturbing one acre of ground or more, the design Consultant must prepare a Notice of Intent and a Storm Water Pollution Prevention Plan and submit them to the KDHE for approval. Complete copies of the approved NOI and SWP3 must be provided to the City, prior to bidding. One hard copy should be provided to the project engineer upon approval, one electronic copy should be included with your transmittal of PDF plan files, and one additional electronic copy should be sent to the attention of Mark Hall at the following address:

City of Wichita  
Storm Water Division  
455 N. Main 8<sup>th</sup> Floor  
Wichita, KS 67202

THIS INCLUDES **ALL** PROJECTS DISTURBING ONE ACRE OR MORE – I.E. NEW DEVELOPMENT, ARTERIAL STREETS, DIRT STREETS, BIKE PATHS, SEWER MAINS, ETC.

The City of Wichita will, under no circumstance, bid any project without first receiving copies of the KDHE approved NOI and SWP3.

The design of all City of Wichita construction projects must also include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans. Every component and requirement of the erosion control plan must be separately and accurately accounted as a measured quantity bid item in the engineer's estimate. Bidding erosion control as "1 LS" is not allowed.

Please note that careful consideration must be given to the transition of BMP maintenance responsibilities throughout the course of multi-phased projects. *All intended responsibilities must be clearly demonstrated* by the bid items. For example, if it is intended that the contractor of a subsequent waterline project be responsible for the maintenance of silt fence installed with a preceding sanitary sewer project, a measured quantity bid item must be submitted for x-lf of silt fence maintenance.

The City's current BMP standard detail sheets shall be included in all plans. These five sheets must be included in every plan set developed for the City of Wichita, regardless of project size.

## **Attachment No. 2 to Exhibit "A" – CIP Scope of Services**

### **Required Plan Coordinate Information**

#### **Arterial Street Projects & Infill (Existing Neighborhoods)**

##### **I. SANITARY SEWER**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments
- benchmarks, including TBM set with preliminary survey
- center of manholes
- end of manhole stubs (when longer than five feet)

##### **II. WATER LINE**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- benchmarks, including TBM set with preliminary survey
- beginning and ends of pipe
- all P.I.'s/deflections (horizontal and vertical)
- FH's, tees, bends, air release, valves

##### **III. STORM SEWER**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- benchmarks, including TBM set with preliminary survey
- center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- for skewed inlets typically in intersection radii, or not parallel to baseline – center of curb inlet **AND** center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- end of end section, at CL of pipe
- center, end of pipe at outside face of headwall; if headwall not perpendicular to pipe, each corner of headwall at outside face
- center of all drop inlets, manholes, and other structures
- center of RCBC at each end (outside face of hubguard); if box rotated, each corner, outside face

##### **IV. PAVING**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- benchmarks, including TBM set with preliminary survey
- center of signal poles, service and junction boxes, controller, etc.; ends and P.I.'s for retaining walls, at back of walls

**THE SAME COORDINATE SYSTEM SHALL BE USED FOR ALL SEPARATE PHASES OF A LARGER INFILL OR ARTERIAL STREET PROJECT.**



## **Sub-Division Projects**

### **I. SANITARY SEWER**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- center of manholes
- back and/or front lot corners for specifically referenced easement grading, outside that included in mass grading projects; include coordinates for vertical P.I. locations not at lot corners
- end of manhole stubs (when longer than five feet)

### **II. WATER DISTRIBUTION SYSTEM**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- beginning and ends of pipe
- all P.I.'s/deflections (horizontal and vertical)
- FH's, tees, bends, air release, valves

### **III. WATER SUPPLY LINE**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- benchmarks, including TBM set with preliminary survey
- beginning and ends of pipe
- all P.I.'s/deflections (horizontal and vertical)
- FH's, tees, bends, air release, valves

### **IV. STORM SEWER**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- for skewed inlets typically in intersection radii, or not parallel to baseline – center of curb inlet **AND** center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- end of end section, at CL of pipe
- center, end of pipe at outside face of headwall; if headwall not perpendicular to pipe, each corner of headwall at outside face
- center of all drop inlets, manholes, and other structures
- center of RCB at each end (outside face of hubguard); if box rotated, each corner, outside face

### **V. MASS GRADING**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- all lot corners

- any grade breaks between front & rear lot corners
- high points/low points within drainage easements
- street area
  - centerline @ 100' Sta on tangent sections
  - pc/pt points & 50' along curves
- special drainage swales
  - pc/pt points, pi's & 50' Sta in between
- ponds
  - any grades breaks between pond bottom and rear property line
  - pc/mid radius/pt around pond curves
- for irregular shaped lots (mainly commercial or industrial developments) provide TIN file

## VI. PAVING

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey

**In addition to the required coordinate information, the following shall be included in all plans, at a minimum, as needed for construction staking on all City projects.**

- Include copy of plat(s) on all plans, as relevant and approved by the Design Engineer
- Benchmarks – minimum of two City standards, four total desirable; as close to project as possible, even if TBM set with preliminary survey.
- Benchmark elevations must be in the same datum as the design (i.e. NAV 88 design needs NAV 88 benchmarks, not NAV 29)
- All control irons/identified property irons shall be shown on plans, with BL stationing and offset
- Show deflection angles in BL, and/or bearing/azimuth of BL sections
- Arterial project side streets – provide BL station at CL of intersection of the two streets, on the BL; BL station and offset to CL of side street at removal limits; include deflection angle from BL to CL of side street
- Existing FL/pavement grades shown at all match points
- Top of curb grades and stationing at all ends-of-return and horizontal/vertical P.I.'s, not just even stationing
- CL top of pavement grades for arterial
- CL elevation for streets on mass grading work @ 100' Sta in tangent sections and 50' on curves.
- **ELEVATION SHALL BE TO TOP OF ROCK BASE.**
- BL station and offset at all R/W changes; include R/W corners at all intersections, even if no change in R/W
- Clearly show existing grades at R/W and beyond; identify removal limits beyond R/W (for grade purposes) with BL station and offset, or dimension from R/W
- Show offset distance between BL and proposed street CL when not the same; establish clear relationship between the two
- BL station and offset to center of signal poles, service and junction boxes, controllers, etc.
- BL station and offset to back of retaining walls, at ends of walls and all P.I.'s
- Concrete pavement – provide detailed joint pattern, dimensions, and elevations for all valley gutters, intersections, and mainline pavement; should be separate plan sheet(s) with clear and project-specific details
- Storm Sewer – BL station and offset for all curb inlets, drop inlets, manholes, and other structures (to the coordinate point locations detailed in previous sheets); same for SS and WL – pertinent facilities should be referenced to BL station and offset
- Sanitary Sewer – show deflection angles between MH's
- Flow line elevations for manhole stubs
- Curve Tables – should include bends, tees, valves, FH's etc. for waterlines; ends-of-return, P.I.'s, etc. for paving
- Should be able to accurately scale off of plans

**Attachment No. 3 to Exhibit "A" – Scope of Services**

Project Name

**Utility Location Verification Non-CIP Project**

**Projected Bid Date:**

**UTILITY:** \_\_\_\_\_ **Checked by** \_\_\_\_\_ **on** \_\_\_\_\_

**Utility Location:**

- |  |   |
|--|---|
| <input type="checkbox"/> None in Project Limits        | <input type="checkbox"/> In Project Limits, No Relocation Necessary |
| <input type="checkbox"/> Utility will need to relocate | <input type="checkbox"/> Other (please describe)                    |

**Briefly Describe Type and Location of Facilities within Project:**

\_\_\_\_\_

\_\_\_\_\_

**Estimate Time for Relocation:** ☐ < 3 months ☐ 3-6 months ☐ 6-9 months ☐ > 9 months

**Weather Sensitive:** ☐ Yes ☐ No If yes, please explain: \_\_\_\_\_

**Utility Plan Review:**

- ☐ Correct as Shown ☐ Corrections needed ☐ Attachments provided for Consultant

**Corrections necessary on plan sheets:**

\_\_\_\_\_

\_\_\_\_\_

**Additional Information requested from Consultant:** \_\_\_\_\_

\_\_\_\_\_

**Please email this form on or before**  **to:**

**If relocation is necessary:**

**Estimated clear date:** \_\_\_\_\_

**Completed by** \_\_\_\_\_ **(utility representative) on** \_\_\_\_\_ **(date)**

**Upon completion of relocation:**

**Relocation complete on:** \_\_\_\_\_

**Completed by** \_\_\_\_\_ **(utility representative) on** \_\_\_\_\_ **(date)**

Attachment No.4 to Exhibit "A" - Scope of Services

Individual Project Name (i.e., Amidon, 21st to 29th Street North)											
Current Date	2007 Proj. NO.	City Design Manager	Consultant	Date of First UGCC	Date of Second UGCC	Date of Revision	Second Plan Revision	R/W Purchased	Date Utilities notified of R/W completion	Project Proposed bid Date	Proposed Utility Clear Date (Project)
2/21/2013	111111/222222	Kallman	Ken Lee/Huggins & Horn	2/21/2013	2/21/2013			No			
				Utility needs to relocate	Utility in Private	Relocation Weather Sensitive	Utility needs proposed R/W to relocate	Estimated Date of Utility Design Completion	Time needed for relocation after utility design complete	Individual Utility Clear Date	
				Y/N	Y/N	Y/N	Y/N				
<b>Westar (Distribution)</b>											
Location in Project: (Describe Existing Facilities)											
Relocation Needs:											
Comments:											
<b>Westar (Transmission)</b>											
Location in Project: (Describe Existing Facilities)											
Relocation Needs:											
Comments:											

<b>KGS</b>
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
<b>Black Hills</b>
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
<b>AT&amp;T</b>
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:

Cox
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
Water
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
Sewer
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:



<b>Stormwater</b>
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
<b>Other</b>
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:

## **EXHIBIT "B"**

### **REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this Agreement, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this Agreement, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
  - 1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
  - 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
  - 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City



in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or Agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

City of Wichita  
City Council Meeting  
February 12, 2019

**TO:** Mayor and City Council

**SUBJECT:** Design Services Agreement for Sandcrest 4<sup>th</sup> Addition (District VI)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

---

**Recommendation:** Approve the design agreement.

**Background:** On June 12, 2018, the City Council approved petitions for water, sewer, drainage and paving improvements to serve Sandcrest 4th Addition, located south of 29<sup>th</sup> Street North, east of Hoover Road.

**Analysis:** The proposed design agreement between the City and Baughman Company, P.A., provides for design of the improvements. In accordance with Administrative Regulation 1.10, Baughman Company P.A., is an engineering consultant upon whom the City and developer mutually agree for this work, and, as this firm provided the preliminary engineering services for the platting of the subdivision, can expedite plan preparation.

**Financial Considerations:** The design fee for the improvements is \$134,600. Funding was approved by the City Council on June 12, 2018, and is 100% funded by special assessment.

**Legal Considerations:** The design agreement has been reviewed and approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve the design agreement and authorize the necessary signatures.

**Attachment:** Design agreement.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

BAUGHMAN COMPANY, P.A.

for

SANDCREST 4<sup>TH</sup> ADDITION

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and BAUGHMAN COMPANY, P.A., party of the second part, hereinafter called the "ENGINEER".

WHEREAS, the CITY intends to construct;

**WATER DISTRIBUTION SYSTEM NO. 90869** serving Lots 1 through 13, Block A; Lots 1 through 5, Block B to serve Sandcrest 4th Addition (south of 29<sup>th</sup> St N, east of Hoover) (Project No. 448-90869\_735626\_470299).

**LATERAL 556, SOUTHWEST INTERCEPTOR SEWER** serving Lots 1 through 29, Block A; Lots 1 through 46, Block B; Lots 1 through 11, Block C to serve Sandcrest 4th Addition (south of 29<sup>th</sup> St N, east of Hoover) (Project No. 468-85326\_744491\_480182).

**STORM WATER DRAIN NO. 438** serving Lots 1 through 29, Block A; Lots 1 through 47, Block B; and Lots 1 through 11, Block C to serve Sandcrest 4th Addition; Lots 1 through 7, Block B; Lots 1 through 25, Block C, and Lots 1 through 10, Block D to serve Sandcrest 3<sup>rd</sup> Addition; Lots 22 through 30, Block B to serve Sandcrest Addition (south of Maize, east of 129<sup>th</sup> St N) (Project No. 468-85327\_751591\_485482).

**29<sup>TH</sup> STREET NORTH (Phase 1)** serving Lots 1 through 13, Block A; Lots 1 through 5, Block B to serve Sandcrest 4th Addition (south of 29<sup>th</sup> St N, east of Hoover) (Project No. 472-85456\_766447\_492014).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Sandcrest 4<sup>th</sup> Addition and to perform the project tasks outlined in the SCOPE OF SERVICES (**Exhibit "A"**).

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in **Exhibit "A"**.
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this Agreement.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in **Exhibit "B"** which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY within the time allotted for the project as stipulated below; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this Agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this Agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this Agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory  
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this Agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this Agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- K. To designate a Project Manager for the coordination of the work that this Agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project

Manager not later than five (5) days following issuance of the notice to proceed on the work required by this Agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the project now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the project; however, reproduction costs are the responsibility of the ENGINEER, except as specified in **Exhibit "A"**.
- C. To pay the ENGINEER for his services in accordance with the requirements of this Agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this Agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this Agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this Agreement shall be made on the basis of the not to exceed fee amount specified below:

Project No. 448 90896	\$ 5,600.00
Project No. 468 85326	\$ 44,800.00
Project No. 468 85327	\$ 63,000.00
Project No. 468 85456	<u>\$ 21,200.00</u>
<b>TOTAL</b>	<b>\$134,600.00</b>

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the project such as, but not limited to:
  - 1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the project.
  - 2. Additional design services not covered by the scope of this Agreement.
  - 3. Construction staking, material testing, inspection and administration related to the project.
  - 4. A major change in the scope of services for the project.If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this Agreement at any time, upon written notice, in the event the project is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the project shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this Agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the project.
- C. That the services to be performed by the ENGINEER under the terms of this Agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.

- D. In the event of unavoidable delays in the progress of the work contemplated by this Agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this Agreement shall be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement.
- G. The rights and remedies of the CITY provided for under this Agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this Agreement, that it is not intended by any of the provisions of any part of this Agreement to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Agreement as of the date first written above.

THE CITY OF WICHITA

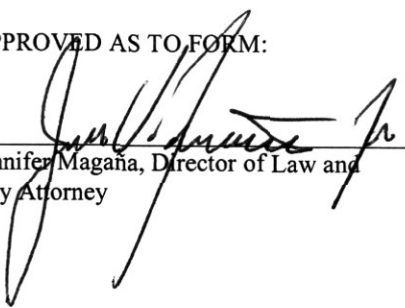
\_\_\_\_\_  
Jeff Longwell, Mayor

SEAL:

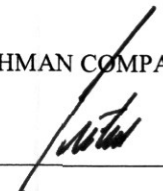
ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Jennifer Magaña, Director of Law and  
City Attorney

BAUGHMAN COMPANY, P.A.

  
\_\_\_\_\_  
N. Brent Wooten, P.E.  
President

## EXHIBIT "A"

### SCOPE OF SERVICES

Sandcrest 4th Addition  
(south of 29<sup>th</sup> St N, east of Hoover)  
(Project No. 448-90896, 468-85362, 468-85327, 472-85456)

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared per Attachment No. 1 to Exhibit "A".

In connection with the services to be provided, the ENGINEER shall:

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the project limits prior to the ENGINEER conducting the field survey for the project. Utility information shall be clearly noted and identified on the plans.
2. Storm Water Pollution Prevention. On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a Notice of Intent (NOI) prior to bidding; site-specific erosion control plan; and standard Best Management Practice (BMP) detail sheets per Attachment No. 1 to Exhibit "A".
3. Soils and Foundation Investigations. The CITY may authorize ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of the Testing Laboratory's work. If required the cost of soils and boring investigations shall be prepared as a supplemental agreement between City of Wichita and the ENGINEER. This may be required for bridges, structures, retaining walls and other locations.
4. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
5. Drainage Study. When applicable, conduct a detailed study to explore alternative design concepts concerning drainage for the project. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of final check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
6. Plans & Specifications. Prepare engineering plans, plan quantities and supplemental specifications as required. Pay items of work shall conform to the CITY's Master Bid Item List. Engineering plans will include incidental drainage where required and permanent traffic signing. The project's plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 6.5, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be submitted per Attachment No. 1 to Exhibit "A". The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
7. Landscaping. Where landscaping may be required along arterial streets, ENGINEER should use plant material that is drought resistant and requires low maintenance in a xeriscape concept, and is consistent with the City of Wichita Landscape Policy for Arterial Streets. A landscape architect should be included on the Consultants' Design Team.
8. Property Acquisition. Prepare right-of-way/easement tract maps and descriptions as required in clearly



drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way or easements. This shall include the setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations. **The ENGINEER shall perform all necessary title work and sufficient research for determination of current right-of-way and easements.**

9. Utility Coordination. Identify all potential utility conflicts and provide preliminary field check plans showing the problem locations, posted to the City's FTP site. **Plans will clearly identify specific utility company facilities by color and by name (i.e. not just "gas" or "fiber optic").** ENGINEER shall include a conflict list for each utility, also posted to the FTP site. ENGINEER shall meet with utility company representatives to review plans and utility verification forms (**Attachment No. 3 to Exhibit "A"**) at each milestone date and as directed by the CITY and as determined necessary by the ENGINEER. This information will be compiled into a summary report (**Attachment No. 4 to Exhibit "A", also available on the City's FTP site**) maintained and updated by ENGINEER as necessary to present a cohesive and reflective status of utilities, and provided to the City as necessary. **ENGINEER shall maintain involvement with utility companies until all conflicts have been resolved (not just identified).** When appropriate, the City Engineer will approve the identification on plans of conflicts to be resolved during construction. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction.
10. Staking Information. All applicable coordinate control points and related project staking information shall be furnished on a map on the plans, as well on CD-ROM, as a text file, along with the project PDF's. This coordinate information will be used by the CITY for construction staking purposes. See **Attachment No. 2 to Exhibit "A"** for required coordinate information.
11. Shop Drawings. All shop drawings submitted by the contractor for the project shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the project.
12. Public Meeting. The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
13. New Right-of-Way Monumentation. The ENGINEER shall complete permanent monumentation of all new right-of-way, and complete and submit all necessary legal documentation for same.
14. Section Corner Monuments. The Engineer shall provide services required by KSA Chapter 58, Article 20, Statute 58-2011, any time a section corner or monument will be endangered, disturbed, or removed. The City of Wichita Construction Engineer will receive a copy of all Land Survey Reference Reports submitted to the Secretary of State Historical Society. All costs associated with this effort shall be the responsibility of the Engineer. The City will provide a three business day notice to the Engineer to mark the monument location for re-establishment after pavement work is completed. The City will then core and install a cast iron monument box and cover. The Engineer will be notified within three business days after the box is installed to reset the final monument.
15. Permits. The ENGINEER shall prepare any and all necessary permits for this project, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT. **The ENGINEER shall be responsible for the cost of all permit fees that are required to complete the PROJECT. The cost shall be included in the design fee submitted by the ENGINEER.**
16. Project Milestones. The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans, specifications and estimates to the CITY within the time allotted for the project as stipulated below; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

**Field Check Plans and an estimate for the project due by N/A.**

**Office Check Plans and an estimate for the project due by February, 2019.**

**Completion of all work required by this Agreement (including submittal of final approved plans, field notes, and related project documents by April, 2019.**



## **Attachment No. 1 to Exhibit "A" – Scope of Services**

### **Plan Submittal**

Water projects plans shall be submitted with (1) set of mylar plans; and a CD of the .dwgs and .pdfs. This includes projects that have the water plans incorporated into that project, for which the cover sheet should also be included.

Storm Sewer, Sanitary Sewer and Paving plans shall be submitted in a .dwg and .pdf format on a CD.

In addition, two (2) sets of 11"x17" plans will be submitted at the time of final .pdf submittal for ALL projects, regardless of the type.

### **Storm Water Pollution Prevention**

For any project disturbing one acre of ground or more, the design Consultant must prepare a Notice of Intent and a Storm Water Pollution Prevention Plan and submit them to the KDHE for approval. Complete copies of the approved NOI and SWP3 must be provided to the City, prior to bidding. One hard copy should be provided to the project engineer upon approval, one electronic copy should be included with your transmittal of PDF plan files, and one additional electronic copy should be sent to the attention of Mark Hall at the following address:

City of Wichita  
Storm Water Division  
455 N. Main 8<sup>th</sup> Floor  
Wichita, KS 67202

THIS INCLUDES **ALL** PROJECTS DISTURBING ONE ACRE OR MORE – I.E. NEW DEVELOPMENT, ARTERIAL STREETS, DIRT STREETS, BIKE PATHS, SEWER MAINS, ETC.

The City of Wichita will, under no circumstance, bid any project without first receiving copies of the KDHE approved NOI and SWP3.

The design of all City of Wichita construction projects must also include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans. Every component and requirement of the erosion control plan must be separately and accurately accounted as a measured quantity bid item in the engineer's estimate. Bidding erosion control as "1 LS" is not allowed.

Please note that careful consideration must be given to the transition of BMP maintenance responsibilities throughout the course of multi-phased projects. All intended responsibilities must be clearly demonstrated by the bid items. For example, if it is intended that the contractor of a subsequent waterline project be responsible for the maintenance of silt fence installed with a preceding sanitary sewer project, a measured quantity bid item must be submitted for x-lf of silt fence maintenance.

The City's current BMP standard detail sheets shall be included in all plans. These five sheets must be included in every plan set developed for the City of Wichita, regardless of project size.

## **Attachment No. 2 to Exhibit "A" – CIP Scope of Services**

### **Required Plan Coordinate Information**

#### **Arterial Street Projects & Infill (Existing Neighborhoods)**

##### **I. SANITARY SEWER**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments
- benchmarks, including TBM set with preliminary survey
- center of manholes
- end of manhole stubs (when longer than five feet)

##### **II. WATER LINE**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- benchmarks, including TBM set with preliminary survey
- beginning and ends of pipe
- all P.I.'s/deflections (horizontal and vertical)
- FH's, tees, bends, air release, valves

##### **III. STORM SEWER**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- benchmarks, including TBM set with preliminary survey
- center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- for skewed inlets typically in intersection radii, or not parallel to baseline – center of curb inlet **AND** center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- end of end section, at CL of pipe
- center, end of pipe at outside face of headwall; if headwall not perpendicular to pipe, each corner of headwall at outside face
- center of all drop inlets, manholes, and other structures
- center of RCBC at each end (outside face of hubguard); if box rotated, each corner, outside face

##### **IV. PAVING**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- benchmarks, including TBM set with preliminary survey
- center of signal poles, service and junction boxes, controller, etc.; ends and P.I.'s for retaining walls, at back of walls

**THE SAME COORDINATE SYSTEM SHALL BE USED FOR ALL SEPARATE PHASES OF A LARGER INFILL OR ARTERIAL STREET PROJECT.**

## **Sub-Division Projects**

### **I. SANITARY SEWER**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- center of manholes
- back and/or front lot corners for specifically referenced easement grading, outside that included in mass grading projects; include coordinates for vertical P.I. locations not at lot corners
- end of manhole stubs (when longer than five feet)

### **II. WATER DISTRIBUTION SYSTEM**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- beginning and ends of pipe
- all P.I.'s/deflections (horizontal and vertical)
- FH's, tees, bends, air release, valves

### **III. WATER SUPPLY LINE**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- benchmarks, including TBM set with preliminary survey
- beginning and ends of pipe
- all P.I.'s/deflections (horizontal and vertical)
- FH's, tees, bends, air release, valves

### **IV. STORM SEWER**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- for skewed inlets typically in intersection radii, or not parallel to baseline – center of curb inlet **AND** center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- end of end section, at CL of pipe
- center, end of pipe at outside face of headwall; if headwall not perpendicular to pipe, each corner of headwall at outside face
- center of all drop inlets, manholes, and other structures
- center of RCBC at each end (outside face of hubguard); if box rotated, each corner, outside face

### **V. MASS GRADING**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey

- all lot corners
- any grade breaks between front & rear lot corners
- high points/low points within drainage easements
- street area
  - centerline @ 100' Sta on tangent sections
  - pc/pt points & 50' along curves
- special drainage swales
  - pc/pt points, pi's & 50' Sta in between
- ponds
  - any grades breaks between pond bottom and rear property line
  - pc/mid radius/pt around pond curves
- for irregular shaped lots (mainly commercial or industrial developments) provide TIN file

## VI. PAVING

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey

**In addition to the required coordinate information, the following shall be included in all plans, at a minimum, as needed for construction staking on all City projects.**

- Include copy of plat(s) on all plans, as relevant and approved by the Design Engineer
- Benchmarks – minimum of two City standards, four total desirable; as close to project as possible, even if TBM set with preliminary survey.
- Benchmark elevations must be in the same datum as the design (i.e. NAV 88 design needs NAV 88 benchmarks, not NAV 29)
- All control irons/identified property irons shall be shown on plans, with BL stationing and offset
- Show deflection angles in BL, and/or bearing/azimuth of BL sections
- Arterial project side streets – provide BL station at CL of intersection of the two streets, on the BL; BL station and offset to CL of side street at removal limits; include deflection angle from BL to CL of side street
- Existing FL/pavement grades shown at all match points
- Top of curb grades and stationing at all ends-of-return and horizontal/vertical P.I.'s, not just even stationing
- CL top of pavement grades for arterial
- CL elevation for streets on mass grading work @ 100' Sta in tangent sections and 50' on curves.
- **ELEVATION SHALL BE TO TOP OF ROCK BASE.**
- BL station and offset at all R/W changes; include R/W corners at all intersections, even if no change in R/W
- Clearly show existing grades at R/W and beyond; identify removal limits beyond R/W (for grade purposes) with BL station and offset, or dimension from R/W
- Show offset distance between BL and proposed street CL when not the same; establish clear relationship between the two
- BL station and offset to center of signal poles, service and junction boxes, controllers, etc.
- BL station and offset to back of retaining walls, at ends of walls and all P.I.'s
- Concrete pavement – provide detailed joint pattern, dimensions, and elevations for all valley gutters, intersections, and mainline pavement; should be separate plan sheet(s) with clear and project-specific details
- Storm Sewer – BL station and offset for all curb inlets, drop inlets, manholes, and other structures (to the coordinate point locations detailed in previous sheets); same for SS and WL – pertinent facilities should be referenced to BL station and offset
- Sanitary Sewer – show deflection angles between MH's
- Flow line elevations for manhole stubs
- Curve Tables – should include bends, tees, valves, FH's etc. for waterlines; ends-of-return, P.I.'s, etc. for paving
- Should be able to accurately scale off of plans

**Attachment No. 3 to Exhibit "A" – Scope of Services**

Project Name

**Utility Location Verification Non-CIP Project**

**Projected Bid Date:**

**UTILITY:** \_\_\_\_\_ **Checked by** \_\_\_\_\_ **on** \_\_\_\_\_

**Utility Location:**

- ☐ None in Project Limits      ☐ In Project Limits, No Relocation Necessary  
☐ Utility will need to relocate      ☐ Other (please describe)

**Briefly Describe Type and Location of Facilities within Project:**

\_\_\_\_\_  
\_\_\_\_\_

**Estimate Time for Relocation:** ☐ < 3 months ☐ 3-6 months ☐ 6-9 months ☐ > 9 months

**Weather Sensitive:** ☐ Yes ☐ No If yes, please explain: \_\_\_\_\_

**Utility Plan Review:**

☐ Correct as Shown ☐ Corrections needed ☐ Attachments provided for Consultant

**Corrections necessary on plan sheets:**

\_\_\_\_\_  
\_\_\_\_\_

**Additional Information requested from Consultant:** \_\_\_\_\_

\_\_\_\_\_

Please email this form on or before  to:

**If relocation is necessary:**

**Estimated clear date:** \_\_\_\_\_

**Completed by** \_\_\_\_\_ **(utility representative) on** \_\_\_\_\_ **(date)**

**Upon completion of relocation:**

**Relocation complete on:** \_\_\_\_\_

**Completed by** \_\_\_\_\_ **(utility representative) on** \_\_\_\_\_ **(date)**

Attachment No.4 to Exhibit "A" - Scope of Services

Individual Project Name (i.e., Amidon, 21st to 29th Street North)																			
Current Date	1001 Proj. No	City Design Manager	Consultant	Date of First ULOC	Date of Second ULOC	Date of Revision Distribution	Second Plan Revision Distribution	U/W Purchased Y/N	Date Utility method of U/W completion	Project Proposed Bid Date	Proposed Utility Clear Date (project)								
2/21/2013	1111111/ 222222	Kallman	East Lee/ Ingros in Behm	2/21/2013	2/21/2013			No											
<table border="1"> <thead> <tr> <th>Utility Contact</th> <th>Utility needs to relocate (Y/N)</th> <th>Utility in Private Easement (Y/N)</th> <th>Utility needs proposed n/w to relocate (Y/N)</th> <th>Relocation Weather Sensitive (Y/N)</th> <th>Estimated Date of Utility Design Completion</th> <th>Time needed for relocation after utility design complete</th> <th>Individual Utility Clear Date</th> </tr> </thead> </table>												Utility Contact	Utility needs to relocate (Y/N)	Utility in Private Easement (Y/N)	Utility needs proposed n/w to relocate (Y/N)	Relocation Weather Sensitive (Y/N)	Estimated Date of Utility Design Completion	Time needed for relocation after utility design complete	Individual Utility Clear Date
Utility Contact	Utility needs to relocate (Y/N)	Utility in Private Easement (Y/N)	Utility needs proposed n/w to relocate (Y/N)	Relocation Weather Sensitive (Y/N)	Estimated Date of Utility Design Completion	Time needed for relocation after utility design complete	Individual Utility Clear Date												
<b>Westar (Distribution)</b>																			
Location in Project: (Describe Existing Facilities)																			
Relocation Needs:																			
Comments:																			
<b>Westar (Transmission)</b>																			
Location in Project: (Describe Existing Facilities)																			
Relocation Needs:																			
Comments:																			



<b>KGS</b>
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
<b>Black Hills</b>
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
<b>AT&amp;T</b>
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:

<b>Cox</b>
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
<b>Water</b>
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
<b>Sewer</b>
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:



<b>Stormwater</b>
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
<b>Other</b>
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:

**EXHIBIT "B"**

**REVISED NON-DISCRIMINATION AND  
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM  
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this Agreement, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this Agreement, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
  - 1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
  - 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
  - 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City

in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

City of Wichita  
City Council Meeting  
February 12, 2019

**TO:** Mayor and City Council

**SUBJECT:** Acquisition of Right-of-Way at 13500 West 13<sup>th</sup> Street North for the 13<sup>th</sup> Street Improvement Project from 119<sup>th</sup> Street to 135<sup>th</sup> Street West (District V)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

---

**Recommendation:** Approve the acquisition.

**Background:** On August 28, 2018, the City Council approved the funding for the improvement of 13<sup>th</sup> Street West between 119<sup>th</sup> and 135<sup>th</sup> Streets West. The project calls for improving the roadway to three lanes with the third lane being a center two-way left turn lane. Curb and gutter drainage will be added to the corridor as well as sidewalks on both the north and south side of 13<sup>th</sup> Street. The City requires 1,398 square feet for road right-of-way. The proposed acquisition does not impact the improvements to the property.

**Analysis:** The owner agreed to accept the proposed acquisition valued at \$2,500, or \$1.78 per square foot. The turf disturbed by the project will be restored as part of construction.

**Financial Considerations:** The funding source for the acquisitions is General Obligation bonds. A budget of \$2,650 is requested. This includes \$2,500 for the acquisition and \$150 for title work, closing costs, administrative fees and other miscellaneous costs.

**Legal Considerations:** The real estate agreement has been approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve the acquisition, approve the budget, and authorize all necessary signatures.

**Attachments:** Real estate agreement, aerial map and tract map.

PROJECT: Heritage Baptist Church

DATE: January 16, 2019

COUNTY: Sedgwick

TRACT NO.: 1

## CITY OF WICHITA, KANSAS A MUNICIPAL CORPORATION

### CONTRACT FOR CONVEYANCE OF REAL ESTATE BY WARRANTY DEED

THIS AGREEMENT made and entered into this 24 day of January, 2019 by and between:

THE HERITAGE BAPTIST CHURCH OF WICHITA, KANSAS, INC., a Kansas corporation "Landowner(s)", and the City of Wichita, State of Kansas, "City"

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey unto the City, their duly authorized agents, contractors and assigns the right to enter upon the following described tracts of land in Sedgwick County to wit:

#### **RIGHT OF WAY DESCRIPTION**

Beginning at a point 470.5 feet East and 50 feet North of the Southwest Corner of the Southwest Quarter of Section 12, Township 27 South, Range 2 West of the Sixth Principal Meridian, Sedgwick County, Kansas which is also the Southeast Corner of Lot 1, Block A, Heritage Baptist Church Addition to Wichita, Sedgwick County, Kansas; thence West along the North right-of-way line, a distance of 119.77 feet; thence Northwest along said right-of-way line, a distance of 41.23 feet; thence East parallel with said right-of-way line, a distance of 159.77 feet; thence South along the East property line, a distance of 10 feet, to the Point of Beginning. Said tract contains 0.03 acres (1,398 sq ft.), more or less.

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City and its authorized representatives from any and all costs, liabilities, expenses, suits, judgements, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property until the relocation is completed. In no event will the Landowner be required to move until the City becomes legally entitled to the property.

The City agrees to purchase the above described real estate, and to pay therefore, below described amount on or before February 22, 2019. Landowner shall surrender possession at closing.

Landowner shall remove all personal property prior to closing. Any personal property remaining in or upon said property after closing shall be considered abandoned. The City may dispose of any remaining personal property in any way it deems without further compensation to Landowner.

All taxes, rents, insurance premiums, etc. shall be prorated at closing. All closing fees and costs are to be paid by the City.

Real property to be acquired as right of way:

Approximately 1,398 Sq. Ft.

\$ 2,500.00

Temporary construction easement

Approximately None

\$ N/A

Cost to cure –

\$ N/A

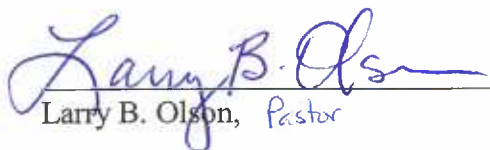
**TOTAL \$ 2,500.00**

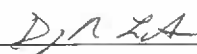
It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out including claims that Landowners may assert pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, 42 U.S.C.A. 4601, et. Seq.

**IN WITNESS WHEREOF** The parties have hereunto signed this agreement the day and year first above written.

**LANDOWNER:**

The Heritage Baptist Church of  
Wichita, Kansas, Inc., a Kansas corporation

  
Larry B. Olson, Pastor

  
Douglas R. Litke, Secretary

**BUYER:**

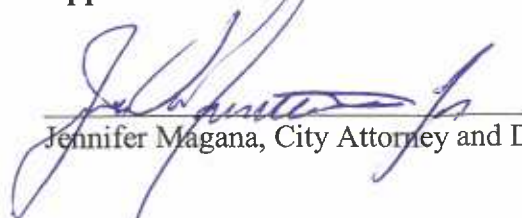
City of Wichita, Kansas, a municipal corporation

\_\_\_\_\_  
Jeff Longwell, Mayor

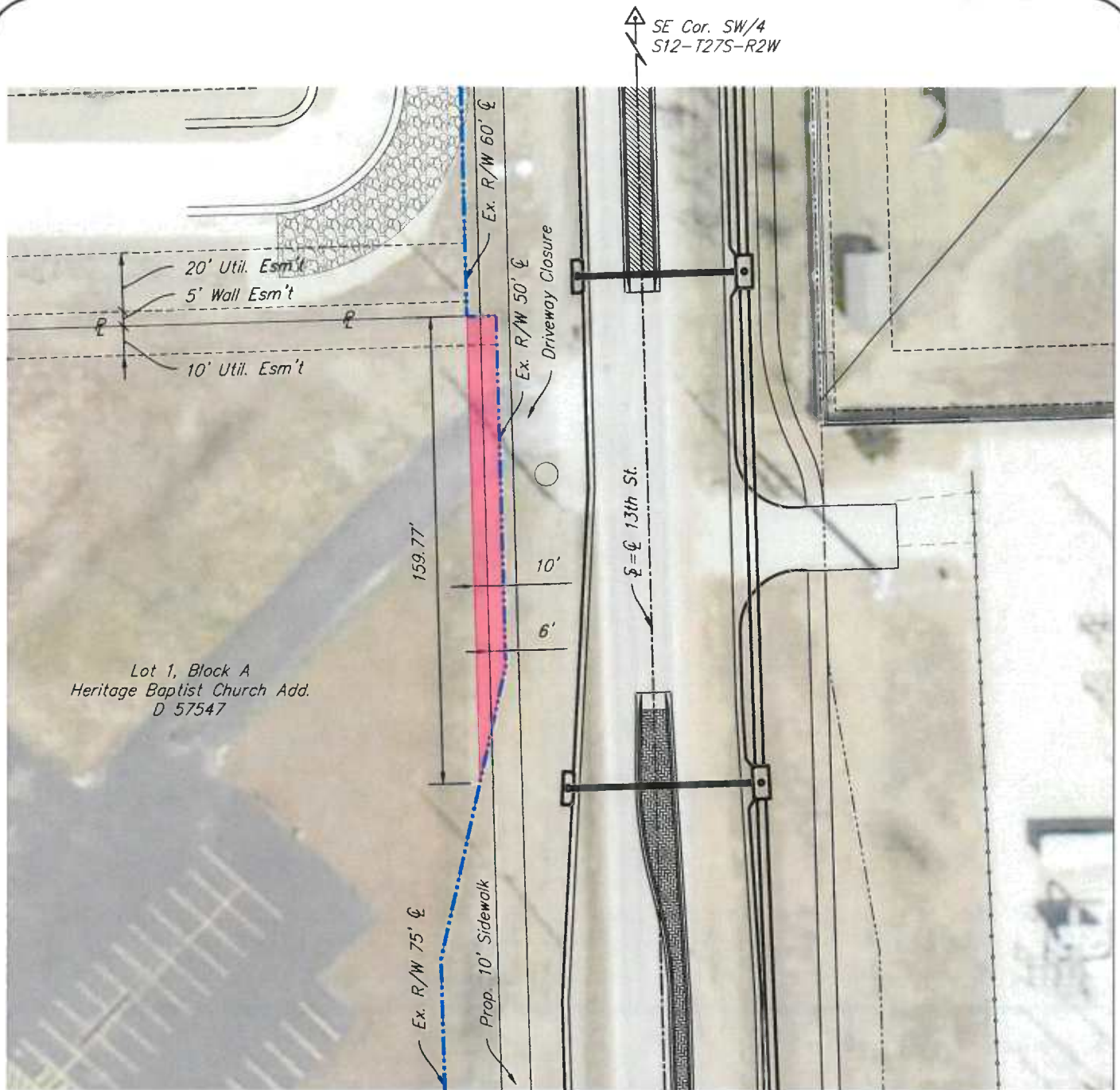
**ATTEST:**

\_\_\_\_\_  
Karen Sublett, City Clerk

**Approved as to form:**

  
Jennifer Magana, City Attorney and Director of Law





#### LEGEND

- New Right-of-Way
- Existing Right-of-Way

#### LEGAL DESCRIPTION

Beginning at a point 470.5 feet East and 50 feet North of the Southwest Corner of the Southwest Quarter of Section 12, Township 27 South, Range 2 West of the Sixth Principal Meridian, Sedgwick County, Kansas which is also the Southeast Corner of Lot 1, Block A, Heritage Baptist Church Addition to Wichita, Sedgwick County, Kansas; thence West along the North right-of-way line, a distance of 119.77 feet; thence Northwest along said right-of-way line, a distance of 41.23 feet; thence East parallel with said right-of-way line, a distance of 159.77 feet; thence South along the East property line, a distance of 10 feet, to the Point of Beginning. Said tract contains 0.03 acres (1398 sqft.), more or less.

#### OWNER

Heritage Baptist Church  
13500 W. 13th Street N.  
Wichita, KS 67235-9664

#### PROPERTY IDENTIFICATION

D 57547

#### TRACT MAP 1



**Schwab  
Eaton**

8615 W. Frazier, Suite 2 • Wichita, Ks. 67212  
Phone (316) 722-4472 • Fax (316) 722-4479



# 13500 W 13th St N



## Legend

☐ Parcels

1:2,317



This information is not an official record, and cannot be used as such. The user should rely only upon official records available from the custodian of records in the appropriate City and/or County department. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita.

Map Created On: 1/29/19 9:06 AM





City of Wichita  
City Council Meeting  
February 12, 2019

**TO:** Mayor and City Council

**SUBJECT:** Acquisition of a Temporary Construction Easement at 13036 West 13<sup>th</sup> Street North for the 13<sup>th</sup> Street Improvement Project from 119<sup>th</sup> Street to 135<sup>th</sup> Street West (District V)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

---

**Recommendation:** Approve the acquisition.

**Background:** On August 28, 2018, the City Council approved the funding for the improvement of 13<sup>th</sup> Street West between 119<sup>th</sup> and 135<sup>th</sup> Streets West. The project calls for improving the roadway to three lanes with the third lane being a center two-way left turn lane. Curb and gutter drainage will be added to the corridor as well as sidewalks on both the north and south side of 13<sup>th</sup> Street. The City requires a temporary construction easement consisting of 7,975 square feet. There is a fence within the easement area that will have to be relocated. In addition, it is estimated that approximately five mature trees within the easement area will be lost.

**Analysis:** The owner agreed to accept the estimated appraised value for the easement at \$1,600, or \$0.20 per square foot. Based on estimates to reset the fence and replace the trees, the owner has agreed to an additional \$4,401.03, totaling \$6,001.03. The turf disturbed by the project will be restored with as part of construction.

**Financial Considerations:** The funding source for the acquisitions is General Obligation bonds. A budget of \$6,151.03 is requested. This includes \$6,001.03 for the acquisition and \$150 for title work, closing costs, administrative fees and other miscellaneous costs.

**Legal Considerations:** The temporary construction easement has been approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve the acquisition, approve the budget, and authorize all necessary signatures.

**Attachments:** Temporary construction easement, aerial map and tract map.

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

**THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT** is made and entered into this 23 day of Jan, 2019, by and between Gregory and Margaret Sanders, husband and wife, (hereinafter "Grantor") and the City of Wichita, Kansas, a municipal corporation (hereinafter "Grantee").

In consideration of \$6,001.03 and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grantor hereby grants to the Grantee, its successors and assigns, this Temporary Construction Easement over and upon the following described tract, piece and parcel of land situated in Sedgwick County, Kansas, to-wit:

### TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

Commencing from a point 1775 feet East and 50 feet North of the Southwest Corner of the Southwest Quarter of Section 12, Township 27 South, Range 2 West of the Sixth Principal Meridian, Sedgwick County, Kansas which is also the Southeast Corner of Lot 1, West Meadows Addition to Wichita, Sedgwick County, Kansas; thence East, a distance of 40 feet to the Point of Beginning; thence North, a distance of 10 feet; thence East, a distance of 35 feet; thence North, a distance of 42.5 feet; thence East, a distance of 50 feet; thence South, a distance of 32.5 feet; thence East, a distance of 185 feet; thence South, a distance of 10 feet; thence East, a distance of 130 feet; thence South, a distance of 10 feet; thence West parallel with the South line of said Southwest Quarter, a distance of 400 feet to the Point of Beginning. Said tract contains 0.18 acres (7975 sq ft.), more or less.

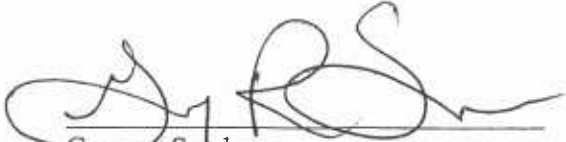
2. For purposed of this Conveyance, the term "Temporary Construction Easement" shall mean:

An easement commencing on February 1, 2019 and expiring on November 30, 2021, or 30 days after final acceptance by Grantee of Grantee's Construction Contractor's work, whichever occurs first, allowing the City of Wichita, Kansas, its agents, employees and contractors to enter upon and make use of the above-described real property to undertake and carry out the construction, installation, supervision, inspection, maintenance and repair of highway, roadway, drainage, utility and other related facilities and improvements located and to be located within the abutting permanent highway or roadway right-of-way or abutting private drives, including but not limited to grading, filling, and repairing the grounds within the area of the above-described real property, and the right of ingress and egress for such purposes; provided however,

- (a) At its sole cost and expense, Grantee shall cause its Construction Contractor to provide reasonable ingress and egress to the property remaining at all times throughout the term of this Temporary Construction Easement, whether using current or alternative access points; and
- (b) The above-described real property shall be utilized only to undertake and carry-out actual construction activity on Grantor's remaining property or on the abutting highways, roadways and private drives, but shall not be utilized for general project storage of vehicles, equipment or material except when directly associated with such work.
- (c) At the conclusion of construction, Grantee shall restore any portions of the above-described real property disturbed by construction by re-grading and re-seeding

but without the duty of on-going maintenance, and without replacement of any trees, shrubs, bushes or other vegetation now growing on the property.

IN WITNESS WHEREOF, the Grantors have set their hands this 23 day of January, 2019.

  
\_\_\_\_\_  
Gregory Sanders

  
\_\_\_\_\_  
Margaret Sanders


**ACKNOWLEDGMENT**

STATE OF KANSAS                    ) ss.  
COUNTY OF SEDGWICK        )

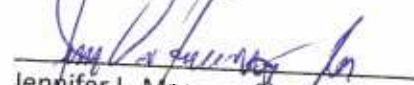
BE IT REMEMBERED that on this 23<sup>rd</sup> day of Jan, 2019 before me, the undersigned, a notary public in and for the county and state aforesaid, came Gregory Sanders and Margaret Sanders, husband and wife, and who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same for the purposes and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



  
\_\_\_\_\_  
Notary Public  
My appointment expires: May 18 2019

Approved as to Form:

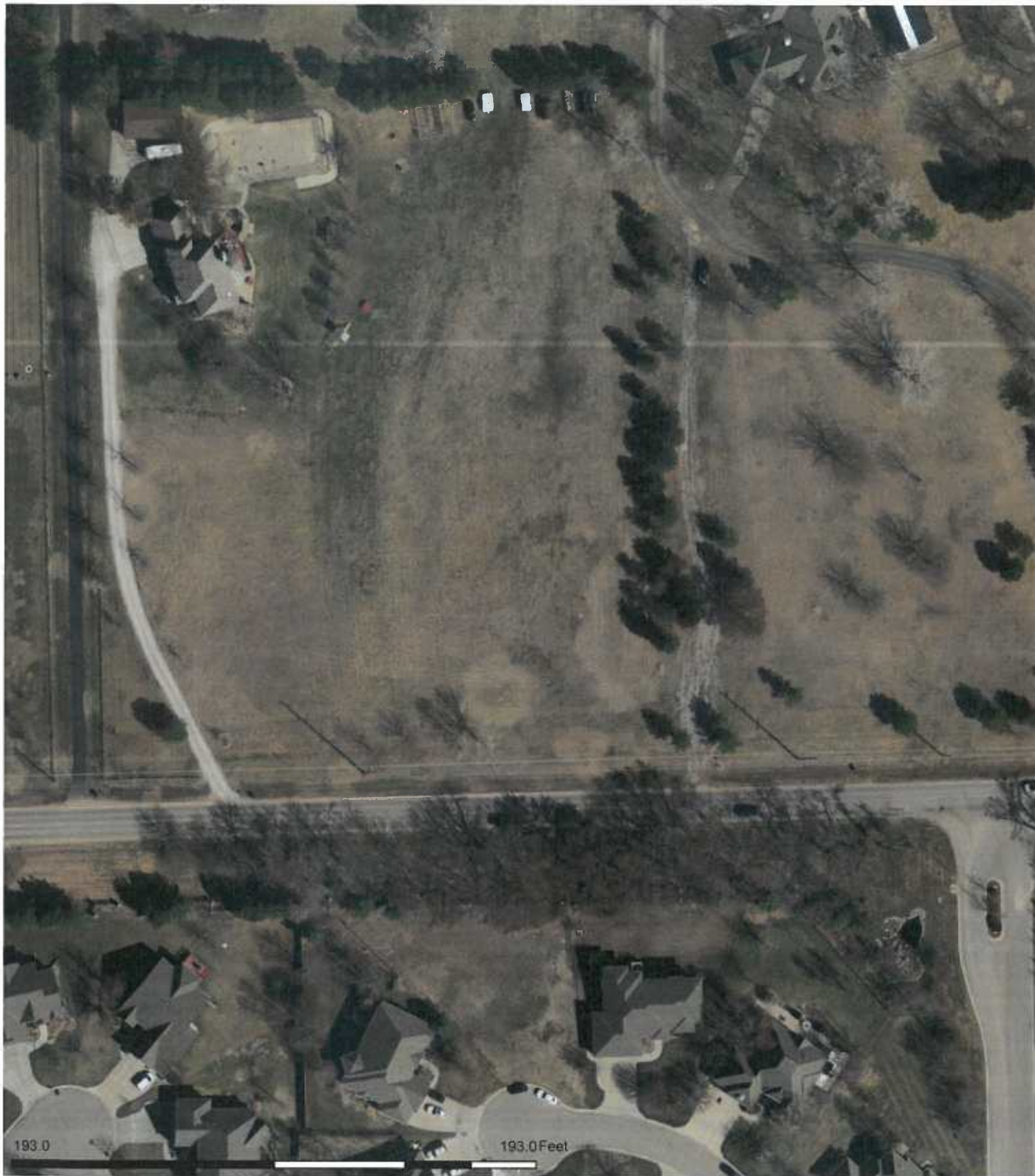
  
\_\_\_\_\_  
Jennifer L. Magana, City Attorney  
and Director of Law







13036 W 13th St N



This information is not an official record, and cannot be used as such. The user should rely only upon official records available from the custodian of records in the appropriate City and/or County department. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita.

1:1,158



Map Created On: 1/29/19 9:09 AM

City of Wichita  
City Council Meeting  
February 12, 2019

**TO:** Mayor and City Council

**SUBJECT:** Partial Acquisition at 934 South West Street for the West Street – Kellogg to Harry Street Improvement Project (District IV)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

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**Recommendation:** Approve the acquisition.

**Background:** On May 16, 2017, the City Council approved the funding for the improvement of West Street from Kellogg to Harry Street. The project calls for improving the roadway to five lanes with a center two-way turn lane, creating large turning radii at intersections and drives, and improved pedestrian accessibility. The City requires the acquisition of a strip of property for road right-of-way from the property at 934 South West Street. A temporary construction easement is also required to facilitate the project construction. This property is zoned for limited industrial use and improved with multi-tenant, commercial buildings. Onsite parking is impacted by the proposed acquisition.

**Analysis:** The proposed right-of-way acquisition is comprised of 660.67 square feet, and the temporary construction easement impacts 669.77 square feet. The proposed taking was valued at \$6,670 using a \$1.75 per square-foot land value, \$510 for the temporary construction easement, and \$5,000 for the loss of one parking stall. The onsite parking for the site is not as parallel to the right-of-way as it once was, instead the parking is perpendicular. Therefore, an estimated five parking stalls are lost. Another sale within the corridor occurred during the acquisition process having a land unit value of \$2.40 per square-foot. The owner agreed to accept the increased land value of \$2.40 per-square foot bringing that land value to \$1,585. The owner also agreed to the \$510 offered for the temporary construction easement, and an additional \$27,905 in damages due to loss of parking and parking lot reconfiguration and restriping. The total compensation is \$30,000. Acceptance of this settlement will remove the tract from the City's eminent domain proceedings.

**Financial Considerations:** The funding source for the acquisitions is General Obligation bonds. A budget of \$30,200 is requested. This includes \$30,000 for the acquisition and \$200 for title work, closing costs, administrative fees and other miscellaneous costs.

**Legal Considerations:** The real estate agreement has been approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve the acquisition, approve the budget, and authorize all necessary signatures.

**Attachments:** Real estate agreement and tract maps.

PROJECT: West St Improvement – Harry to Kellogg

DATE: January 24, 2019

COUNTY: Sedgwick

TRACT NO.: 21

**CITY OF WICHITA, KANSAS****A MUNICIPAL CORPORATION****CONTRACT FOR CONVEYANCE  
OF REAL ESTATE BY WARRANTY DEED  
AND TEMPORARY EASEMENT**

THIS AGREEMENT made and entered into this 26 day of January, 2019 by and between:

The Party Express, L.L.C, a limited liability company, "Landowner(s)", and the City of Wichita, State of Kansas, a municipal corporation "City"

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey unto the City, their duly authorized agents, contractors and assigns the right to enter upon the following described tracts of land in Sedgwick County to wit:

**PERMANENT RIGHT OF WAY DESCRIPTION**

All that part of Lot 3, LOS COYAS ADDITION, a subdivision of land in the Northwest Quarter of the Southwest Quarter of Section 25, Township 27 South, Range 1 West of the Sixth Principal Meridian, all in the City of Wichita, Sedgwick County, Kansas and being more particularly described as follows:

**Commencing** at the Southwest corner of the Northwest Quarter of the Southwest Quarter of said Section 25; thence North 01°12'53" West, along the West line of the Northwest Quarter of the Southwest Quarter of said Section 25, a distance of 842.09 feet; thence North 88°47'07" East, a distance of 40.00 feet to the **Point of Beginning**, said point being on the East Right of Way line of West Street, as previously established; thence North 03°06'48" East, along the East Right of Way line of said West Street, a distance of 132.51 feet; thence South 01°12'53" East, parallel with the West line of the Northwest Quarter of the Southwest Quarter of said Section 25, a distance of 132.13 feet; thence South 88°48'27" West, a distance of 10.00 feet to the **Point of Beginning**. Containing 660.67 square feet, more or less (calculated).

**TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION**

All that part of Lot 3, LOS COYAS ADDITION, a subdivision of land in the Northwest Quarter of the Southwest Quarter of Section 25, Township 27 South, Range 1 West of the Sixth Principal Meridian, all in the City of Wichita, Sedgwick County, Kansas and being more particularly described as follows:

DB

**Commencing** at the Southwest corner of the Northwest Quarter of the Southwest Quarter of said Section 25; thence North 01°12'53" West, along the West line of the Northwest Quarter of the Southwest Quarter of said Section 25, a distance of 888.55 feet; thence North 88°47'07" East, a distance of 50.00 feet to the **Point of Beginning**; thence North 01°12'53" West, parallel with the West line of the Northwest Quarter of the Southwest Quarter of said Section 25, a distance of 44.65 feet; thence North 88°47'07" East, a distance of 15.00 feet; thence South 01°12'53" East, parallel with the West line of the Northwest Quarter of the Southwest Quarter of said Section 25, a distance of 44.65 feet; thence South 88°47'07" West, a distance of 15.00 feet to the **Point of Beginning**. Containing 669.77 square feet, more or less (calculated).

The easement areas will be utilized during roadway construction and be described in an easement document having a term of three years after acquisition or 30 days after completion of construction, whichever is sooner.

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City and its authorized representatives from any and all costs, liabilities, expenses, suits, judgements, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property until the relocation is completed. In no event will the Landowner be required to move until the City becomes legally entitled to the property.

The City agrees to purchase the above described real estate, and to pay therefore, below described amount on or before March 1, 2019. Landowner shall surrender possession at closing.

Landowner shall remove all personal property prior to closing. Any personal property remaining in or upon said property after closing shall be considered abandoned. The City may dispose of any remaining personal property in any way it deems without further compensation to Landowner.

All taxes, rents, insurance premiums, etc. shall be prorated at closing. All closing fees and costs are to be paid by the City.

Real property to be acquired as right of way:

Approximately 660.67± Sq. Ft.	\$ 1,585
Temporary construction easement	
Approximately 669.77± Sq. Ft.	\$ 515
Damages to the remainder: Loss of parking	\$ 27,900
<b>TOTAL</b>	<b>\$ 30,000</b>

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out including claims that Landowners may assert pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, 42 U.S.C.A. 4601, et. Seq.

DB



**IN WITNESS WHEREOF** The parties have hereunto signed this agreement the day and year first above written.

**LANDOWNER:**

The Party Express, L.L.C., a limited liability company



Dallas M. Broz, Member

**BUYER:**

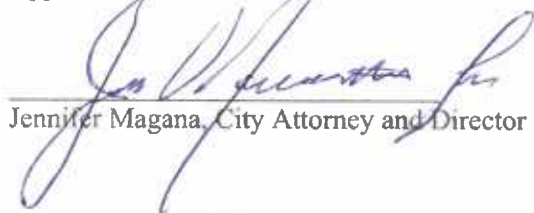
City of Wichita, Kansas, a municipal corporation

\_\_\_\_\_  
Jeff Longwell, Mayor

**ATTEST:**

\_\_\_\_\_  
Karen Sublett, City Clerk

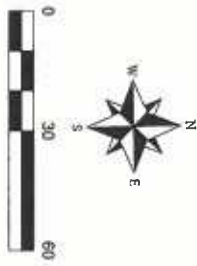
Approved as to form:



Jennifer Magana, City Attorney and Director of Law



# THE PARTY EXPRESS



PERMANENT RIGHT-OF-WAY TRACT CONTAINS: 660.67 SQ. FT.

**TranSystems**  
 245 N. WICKO  
 Suite 222  
 Wichita, KS 67202  
 (316) 303-3000  
 www.transystems.com

CONSULTANTS

**EXHIBIT**  
 OF THAT PART OF THE SOUTHWEST  
 QUARTER OF SECTION 25, TOWNSHIP 27  
 SOUTH, RANGE 1 WEST  
 OF THE 6TH P.M.  
 SEDGWICK COUNTY, KANSAS



TASK	DATE	DESCRIPTION
PROJECT	1/25/2013	
SCALE	1"=30'	
DATE	JANUARY 05, 2018	
DESIGNED BY:	MCG	
DRAWN BY:	MCG	
CHECKED BY:	MCG	
SHEET TITLE		

THE PARTY EXPRESS  
 TRACT 21  
 PERMANENT  
 RIGHT-OF-WAY

SHEET 1 OF 3

CADconform Certify This File

245 N. Waco  
Suite 222  
Wichita, KS 67202  
(316) 303-3000  
www.lamco.com

EXHIBIT  
OF THAT PART OF THE SOUTHWEST  
QUARTER OF SECTION 25, TOWNSHIP 27  
SOUTH, RANGE 1 WEST  
OF THE 6TH P.M.  
SEDGWICK COUNTY, KANSAS



DATE	DESIGNED BY	DRAWN BY	CHECKED BY
JANUARY 05, 2018	MCQ	MCQ	MOB

**SHEET TITLE**

THE PARTY EXPRESS  
TRACT 21  
TEMPORARY  
CONSTRUCTION EASEMENT

CADconform Certify This File

City of Wichita  
City Council Meeting  
February 12, 2019

**TO:** Mayor and City Council

**SUBJECT:** Onsite Security at Century II

**INITIATED BY:** Division of Arts & Cultural Services

**AGENDA:** Consent

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**Recommendation:** Approve the selection and award the Century II onsite security contract to Martin Event Services.

**Background:** Century II has served the community by providing a multifunctional public facility that offers space for a wide variety of events including performing arts, theater, concerts, trade shows and conventions. Security has become essential to facility operations and event success. Security services are now being required for most events occurring at Century II.

**Analysis:** A Request for Proposal (RFP) for onsite security services at Century II was issued April 25, 2018. Four vendors responded. Three firms were interviewed. Based on qualifications and pricing, SSI was recommended in September to provide onsite security for Century II. After working with SSI for four months without getting the expected results, Century II terminated the contract effective February 10, 2019. As the runner up from the RFP process, Martin Event Services is recommended as the new Century II onsite security provider.

**Financial Considerations:** Security will be charged to Century II and fees will be passed on to the client.

**Legal Considerations:** The Law Department has approved the contract as to form.

**Recommendation/Action:** It is recommended that the City Council approve the selection and award the Century II onsite security contract to Martin Event Services for one year, with an option to renew for two additional one-year terms and authorize the necessary signatures.

**Attachment:** Contract

**CONTRACT  
For  
ONSITE SECURITY AT CENTURY II**

**BLANKET PURCHASE ORDER NUMBER BP190001**

**THIS CONTRACT** entered into this 1<sup>st</sup> day of March, 2019, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and **MARTIN EVENT SERVICES, INC.** (Vendor Code Number 826765-001), whose principal office is at 420 E. English, Suite A, Wichita, KS 67202, PO Box 771365, Wichita, Kansas, 67277-1365, Telephone Number (316) 518-0363, hereinafter called "**VENDOR**".

**WITNESSETH:**

**WHEREAS**, the **CITY** has solicited bids for **Onsite Security at Century II** (Formal Proposal – FP840031) [Commodity Code Number 99046]; and

**WHEREAS, VENDOR** has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY**.

**NOW, THEREFORE**, the parties hereto agree as follows:

**1. Scope of Services. VENDOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP840031 [Commodity Code Number 99046], which are incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the proposal letting process for Formal Proposal Number – FP840031 shall be considered a part of this contract and is incorporated by reference herein. The order of precedence, in case of disagreement in terms, shall give first priority to the express terms of this contract, followed by the Vendor's proposal and then the City's proposal package.

**2. Compensation. VENDOR** shall submit to **CITY** an invoice for services provided for each event at Century II no later than 10 days after the completion of **VENDOR's** services for that event. The **CITY** shall have net 30 days to process payment for each invoice received from **VENDOR**. Subject to the provisions in Section 9 of this Agreement, **VENDOR** and **CITY** agree that as of the effective date of this Agreement **VENDOR'S** standard pricing for services provided by **VENDOR** under this Agreement shall be as follows:

Security Personnel - Daytime/Overnight - \$20.00 per hour

Guest Services - Daytime - \$18.00 per hour.

**VENDOR** and **CITY** acknowledge that these prices are **VENDOR'S** standard prices for services provided under this Agreement, and that these services and prices may vary depending on the needs of specific events and functions at Century II. Any service or pricing change made for a specific event at Century II must be agreed to in writing between **VENDOR** and **CITY** prior to the start of the specific event.

**3. Term.** The term of this contract shall be from **March 1, 2019 through February 29, 2020**, with options to renew the contract under the same terms and conditions for two (2) successive one (1) year terms by mutual agreement of the parties. This contract is subject to cancellation by the city, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **VENDOR**.

**4. Indemnification and Insurance.**

a. **VENDOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons, property or other liability loss arising from or caused by errors, omissions or negligent acts of **VENDOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

b. **CONTRACTOR** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Commercial General Liability covering premises—operations, xcu (explosion, collapse and underground) hazards, Product/Completed operations, Broad Form Property Damage, and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$500,000 each occurrence \$500,000 each aggregate
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Property Damage Liability	\$500,000 each occurrence \$500,000 each aggregate
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Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each occurrence \$500,000 each aggregate
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2. Automobile Liability - Comprehensive Form including all owned, hired and non-owned vehicles with minimum limits for:

Bodily Injury Liability	\$500,000 each accident
Property Damage Liability	\$500,000 each accident

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each accident
---	-------------------------

3. Workers' Compensation to meet Statutory requirements.

4. Employers Liability	\$100,000 Each Accident
	\$500,000 Aggregate
	\$100,000 Occupational Disease

**The Insurance Certificate must contain the following:**

**The City of Wichita shall be added as primary and non-contributory additional insured. The policy shall also provide coverage for contractor's/vendor's contractual obligations created in the Agreement. Coverage shall be the greater of the requirements stated here or the contractor's existing policy.**

**5. Independent Contractor.** The relationship of the **VENDOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **VENDOR** shall be considered an employee of the **CITY**.

**6. Personnel. VENDOR** at its own expense, shall employ, train, and supervise personnel with appropriate qualifications and experience in sufficient numbers to provide the security services that it will perform at the high level of standards of service and quality contemplated by this agreement. These personnel include all required security guards and supervisory personnel, and all such personnel shall be employees of **VENDOR**. These employees shall be subject to the rules of Century II when on the Century II premises, and shall have a duty to cooperate with the employees of Century II, and carry out the security services in a manner that will not disrupt the operation of Century II.

(1) **VENDOR** shall use its best efforts not to employ any person who uses improper language or who acts in a loud boisterous manner. **VENDOR'S** employees shall be clean, courteous, and efficient. **VENDOR** shall require its employees to wear nametags and uniforms, the color and design of which must be approved by the **CITY'S** Division of Arts and Cultural

Services Manager, or his designee. The **CITY'S** Division of Arts and Cultural Services Manager, or his designee, shall have the right to require **VENDOR** to remove and replace any employee of **VENDOR** who the **CITY** reasonably believes is disrupting the operation of Century II, damaging the reputation of Century II, engaging in illegal or immoral activity, or not properly performing his or her duties as required by this Agreement. **VENDOR** shall require its employees to refrain from the use of cell phones or other electronic devices for personal use during the performance of their duties under this Agreement.

(2) **VENDOR** shall promptly pay all social security, unemployment insurance, retirement, and other federal, state, county, and city taxes, and assessments, which are measured by, or related to, the wages, salaries, or other remuneration paid to **VENDOR'S** employees. **VENDOR** shall comply at their own cost and expense with all Federal, State, and Local laws, ordinances, rules or regulations for the operation of a security services provider. This includes obtaining and maintaining any licenses or permits necessary for operation. **VENDOR** agrees to secure and maintain a general liability policy as required in this Agreement.

(3) **VENDOR** agrees to indemnify, hold harmless, and defend the **CITY**, and the members of the **CITY** Council and their respective officers, directors, agents, and employees (the "Indemnified Parties") from and against all loss, damage, liability, cost or expense, including but not limited to attorneys' fees and court costs, incurred or suffered by or claimed against any of the Indemnified Parties by any employee of **VENDOR** in connection with their employment by **VENDOR**.

(4) **VENDOR** mutually agrees to maintain staffing levels agreed on by the **CITY'S** Division of Arts and Cultural Services Manager using current standards for the industry based on the event or activity and estimated number of people in attendance.

**7. Products and Equipment.** **VENDOR** may place products and equipment owned by **VENDOR** or acquired by **VENDOR** from third parties in the premises necessary for **VENDOR** to perform its obligations under this Agreement only after receiving written authorization from the **CITY**. Any such products and equipment placed in the premises by **VENDOR** must not damage or materially alter the building. **VENDOR** shall remove such products and equipment at the completion of the event for which it was utilized by **VENDOR**, or immediately at the request of the **CITY**. If the **CITY** provides any products or equipment to **VENDOR** necessary for **VENDOR** to perform its obligations under this Agreement, **VENDOR** shall be responsible without limit for repair or replacement, in the reasonable discretion of **CITY**, of any products and equipment furnished by the **CITY** for use by **VENDOR** that is lost or damaged as a result of the negligent acts or omissions or the intentional acts of **VENDOR**.



**8. Access.** The **CITY** shall assist **VENDOR** in accessing facilities at Century II as necessary for **VENDOR** to perform its duties under the terms and conditions of this Agreement. **VENDOR** agrees that the **CITY** has sole discretion in granting **VENDOR** access to facilities at Century II. **VENDOR** shall refrain from causing damage to the facilities or leaving litter, trash, refuse, debris, garbage, or other such materials in the facilities accessed by **VENDOR** during the performance of its obligations under this Agreement.

**9. Monthly Review.** The **CITY** and **VENDOR** agree to review the performance and on-going security operations to maximize the customer's experience at Century II. This monthly review will include past events, upcoming events, scheduling, and operations. **VENDOR** will not unreasonably withhold modifications in service for security operations. **VENDOR** agrees that **VENDOR's** pricing for services provided by **VENDOR** under this Agreement may be included in this monthly review. **VENDOR** shall notify **CITY** of any changes in **VENDOR'S** standard pricing for services provided by **VENDOR** under this Agreement no later than 30 days prior to the effective date of any such pricing change.

**10. Compliance with Laws.** **VENDOR** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.

**11. No Assignment.** The services to be provided by the **VENDOR** under this Contract are personal and cannot be assigned, delegated, sublet or transferred without the specific written consent of the **CITY**.

**12. Non-Discrimination.** **VENDOR** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment/Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

**13. Third Party Exclusion.** This Agreement is intended solely for the benefit of City and Contractor and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. No third party may sue for damages based on the terms or performance of this Agreement.

**14. No Arbitration.** The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

**15. Governing Law.** This contract shall be interpreted according to the laws of the State of Kansas. The parties agree that this contract has been created in Kansas.

**16. Representative's Authority to Contract.** By signing this contract, the representative of the contractor or vendor represents that he or she is duly authorized by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.

**IN WITNESS WHEREOF**, the parties have set their hands the day and year first above written.

**ATTEST:**

**CITY OF WICHITA, KANSAS**

\_\_\_\_\_  
Jamie Buster  
Deputy City Clerk

\_\_\_\_\_  
Jeff Longwell  
Mayor

**APPROVED AS TO FORM:**

**MARTIN EVENT SERVICES, INC.**

\_\_\_\_\_  
Jennifer Magana  
City Attorney and Director of Law

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Title (President or Corporate Officer)*

## **EXHIBIT A**

### **REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
  2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
  3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
  4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

**City of Wichita  
City Council Meeting  
February 12, 2019**

**TO:** Mayor and City Council

**SUBJECT:** Funding for Improvements to 27th Street North (District II)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendation:** Approve the revised budgets and adopt the amending resolutions.

**Background:** Currently 27<sup>th</sup> Street North from Greenwich Road to the entrance of the Wichita Sports Forum was paved through numerous petitions and private projects. The portion of 27<sup>th</sup> Street North east of the Sports Forum entrance was not paved due to accessibility and development at the time. The property east of the Sports Forum has been replatted and 27<sup>th</sup> Street North will soon provide connectivity between Greenwich Road and 127<sup>th</sup> Street East, except for this unpaved portion.

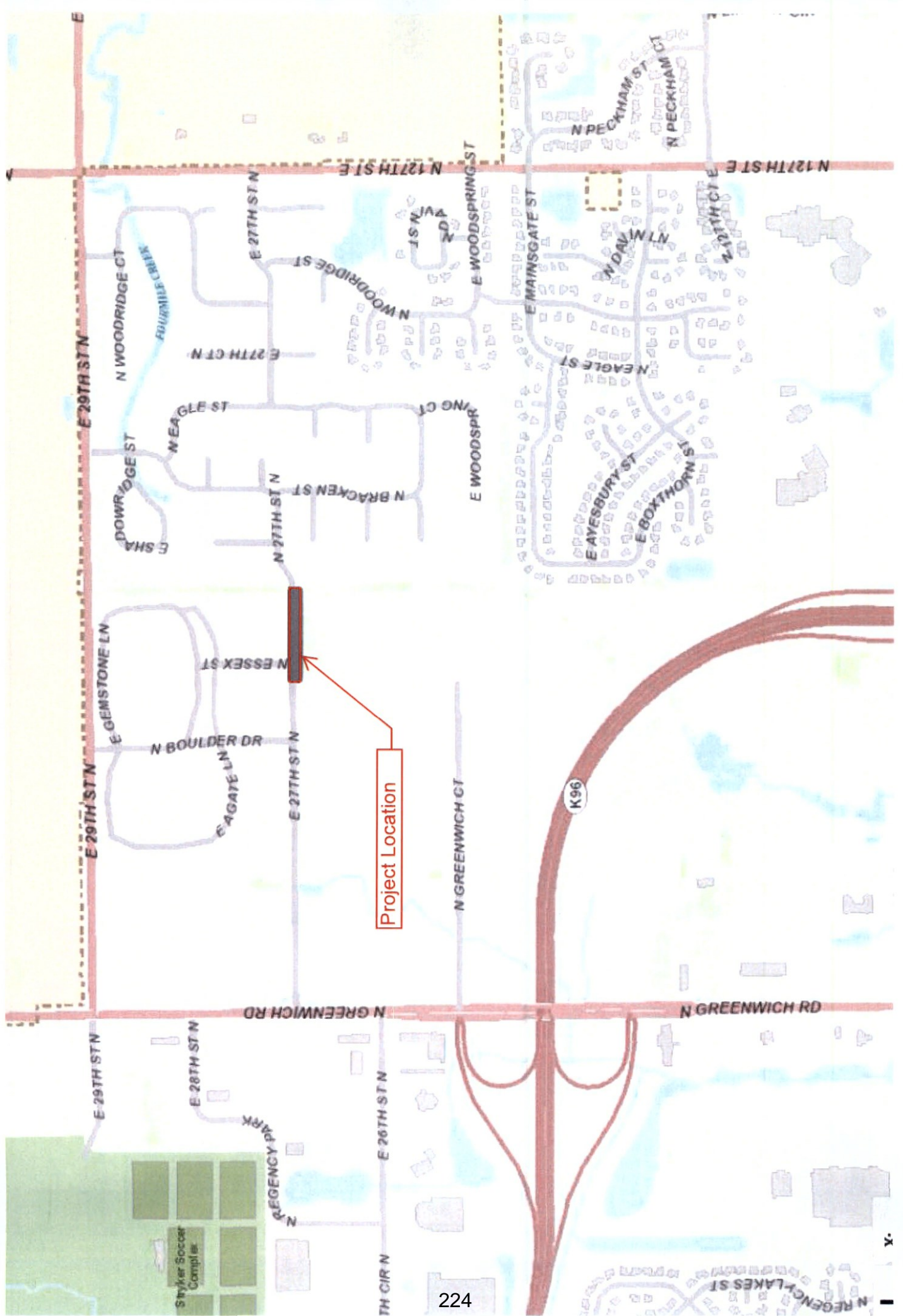
**Analysis:** Providing a through connection for 27<sup>th</sup> Street will improve traffic flow for the rapidly developing area, drainage upgrades and access for emergency vehicles. In addition, it will provide access for utilities that run through the corridor, enhancing future development opportunities. The project will be designed by Baughman through the on-call design services contract, which will provide cost savings as they are designing the residential streets east of the Sport Forum at the same time. The unpaved section of 27<sup>th</sup> Street North is planned to be constructed as part of the residential street paving project, which will also result in construction cost savings.

**Financial Considerations:** There is currently no budget for this project. Staff proposes transferring \$250,000 in General Obligation bond funding from the 29<sup>th</sup> Street North, Boulder Drive to 127<sup>th</sup> Street East and 127<sup>th</sup> Street East, 27<sup>th</sup> to 29<sup>th</sup> Street North paving project. The funding is available for transfer due to bid items and favorable bids on the project, which is complete. Staff requests waiver of City Council Policy No. 2 regarding the use of projects savings to allow this transfer of funds.

**Legal Considerations:** The Law Department has reviewed and approved the amending resolutions as to form.

**Recommendations/Actions:** It is recommended that the City Council adopt the amending resolutions, waive City Council Policy No. 2 regarding the use of project savings to allow the transfer of funds, approve the revised budgets, and authorize the necessary signatures.

**Attachments:** Amending resolutions, budget sheets and map.



# Project Request

☐ CIP ☒ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT

☐ ORDERED BY WCC

☒ PETITION

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #:

FUND: 400 Street Improvements

SUBFUND: 490 Paving N.I.

ENGINEERING REFERENCE #: 472-85351

COUNCIL DISTRICT: 02 Council District 2

DATE COUNCIL APPROVED: 2-12-2019

REQUEST DATE:

PROJECT #: 492011

PROJECT TITLE: 27th Street North

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: Bracken, 27th Fireflyway

OCA #: 766449

OCA TITLE: 27th Street North

PERSON COMPLETING FORM: Janis Edwards

PHONE #: 268-4548

PROJECT MANAGER: Julianne Kallman

PHONE #: 268-4236

☐ NEW BUDGET

☒ REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
9730 S.A. Bonds	\$512,000.00	\$0.00	\$512,000.00
9720 G.O. Bonds	\$0.00	\$250,000.00	\$250,000.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$512,000.00	\$250,000.00	\$762,000.00

## Expense Object Level 3

2999 Contractuals	\$512,000.00	\$0.00	\$512,000.00
2999 Contractuals	\$0.00	\$250,000.00	\$250,000.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
<b>Total Expense:</b>	\$512,000.00	\$250,000.00	\$762,000.00

### NOTES:

\$250,000 transferred  
from OCA 707121 to  
OCA 766449

## SIGNATURES REQUIRED

DIVISION HEAD:

DEPARTMENT HEAD:

BUDGET OFFICER:

CITY MANAGER:

Print Form

DATE:

DATE:

DATE:

DATE:



# Project Request

☒ CIP ☐ Non-CIP

CIP YEAR: 2017

CIP #: Page 66 #8

☐ NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #:

FUND: 400 Street Improvements

SUBFUND: 405 Arterial Paving

ENGINEERING REFERENCE #: 472-85341

COUNCIL DISTRICT: 02 Council District 2

DATE COUNCIL APPROVED: 2-12-2019

REQUEST DATE:

PROJECT #: 211570

PROJECT TITLE: 29th -127th Boulder Drive & 127th-27th to 29th

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: 29th and 127th East

OCA #: 707121

OCA TITLE: 29th -127th Boulder Drive & 127th-27th to 29th

PERSON COMPLETING FORM: Janis Edwards

PHONE #: 268-4548

PROJECT MANAGER: Julianne Kallman

PHONE #: 268-4236

☐ NEW BUDGET

☒ REVISED BUDGET

## Revenue Object Level 3 Original Budget Adjustment New Budget

9720 G.O. Bonds	\$1,000,000.00	(\$250,000.00)	\$750,000.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$1,000,000.00	(\$250,000.00)	\$750,000.00

## Expense Object Level 3

2999 Contractuals	\$1,000,000.00	(\$250,000.00)	\$750,000.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
<b>Total Expense:</b>	<b>\$1,000,000.00</b>	<b>(\$250,000.00)</b>	<b>\$750,000.00</b>

NOTES:

Tsf to OCA 766449

## SIGNATURES REQUIRED

DIVISION HEAD:

DEPARTMENT HEAD:

BUDGET OFFICER:

CITY MANAGER:

Print Form

DATE: 01/22/19

DATE: 1/29/19

DATE: 1/29/19

DATE:

**RESOLUTION NO. 19-053**

**A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.**

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**WHEREAS**, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the Governing Body is authorized, pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the “Act”) to issue general obligation bonds of the City without an election for the purpose of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefore, and for the purpose of rebuilding, adding to or extending the same as the necessities of the City may require and for the purpose of paying for certain personal property therefore; and

**WHEREAS**, the Governing Body hereby finds and determines that it is necessary and advisable to make certain public improvements described as follows:

**27th Street North, from existing pavement east of Greenwich Rd to Firefly Way Addition (472-85351).**

(the “Project”) and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:**

**Section 1. Project Authorization.** It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of **\$250,000** in accordance with plans and specifications therefor prepared under the direction of the City Engineer and approved by the Governing Body; said plans and specifications to be placed on file in the office of the City Engineer.

**Section 2. Project Financing.** All or a portion of the costs of the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of this Resolution, pursuant to Treasury Regulation §1.150-2.

**Section 3. Effective Date.** This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on February 12, 2019.

(SEAL)

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Jeff Longwell, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney and Director of Law

## RESOLUTION NO. 19-054

### **A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 17-276 OF THE CITY OF WICHITA, KANSAS WHICH AUTHORIZED THE ISSUANCE OF GENERAL OBLIGATION BONDS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.**

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**WHEREAS**, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the Governing Body is authorized, pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the “Act”) to issue general obligation bonds of the City without an election for the purpose of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefore, and for the purpose of rebuilding, adding to or extending the same as the necessities of the City may require and for the purpose of paying for certain personal property therefore; and

**WHEREAS**, the Governing Body has heretofore by **Resolution No. 17-276** of the City (the “Prior Resolution”), authorized the following described public improvements:

**Design, administrative costs, and construction improvements to 29<sup>th</sup> Street North and 127<sup>th</sup> Street East, as necessary for a major traffic facility (472-85341).**

(the “Project”) and provided for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:**

**Section 1. Amendment.** *Sections 1 and 2* of the Prior Resolution are hereby amended to read as follows:

**Section 1. Amended Project Authorization.** It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of **\$750,000.00** in accordance with specifications prepared or approved by the City Engineer.

**Section 2. Project Financing.** All or a portion of the costs of the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before **August 15, 2107**, to the extent of Bonds authorized under the original version of **Resolution No. 17-276** as reduced by subsequent amendment, all pursuant to Treasury Regulation §1.150-2.

**Section 2. Repealer; Ratification.** *Sections 1 and 2* of the Prior Resolution are hereby repealed; and the rest and remainder thereof is hereby ratified and confirmed.

**Section 3. Effective Date.** This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on February 12, 2019.

(SEAL)

---

Jeff Longwell, Mayor

ATTEST:

---

Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney and Director of Law

City of Wichita  
City Council Meeting  
February 12, 2019

**TO:** Mayor and City Council

**SUBJECT:** 2019 Grants Review Committee Appointments

**INITIATED BY:** Housing and Community Services Department

**AGENDA:** Consent

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**Recommendation:** Approve appointments to the 2019 Grants Review Committee and authorize the City Manager to appoint replacements in the event that appointees are unable to fulfill the obligation.

**Background:** Establishment of the Grants Review Committee (GRC) is a component of the City's Citizen Participation Plan strategy for federal funds. On March 28, 2000, the City Council approved a change in the composition of the GRC when the Human Services Advisory Board and the Citizen Participation Organization were disbanded. Subsequently, the GRC included 12 representatives as follows: District Advisory Boards I, III, IV and VI (one representative each), United Way, Sedgwick County, USD 259, Wichita State University, large business, small business (one representative each), and Wichita Independent Neighborhood Association (two representatives). On December 7, 2010, the City Council expanded membership of the GRC to include representatives from Districts II and V, for a total of 14 members.

**Analysis:** The GRC has responsibility for reviewing proposals received for Public Services activities prioritized in the Consolidated Plan. Eligible activities include: Domestic Violence Shelter Services; Youth Enrichment and Crime Prevention; as well as homeless shelter and homeless prevention activities. The GRC also reviews applications for HOME Investment Partnerships Program funding from Community Housing Development Organizations.

To accomplish this work for the 2019-2020 program year, the GRC will hold at least one public hearing to allow for oral presentations and feedback from citizens. Following review of the proposals and applications, and following the public hearing, the GRC will make funding recommendations to the City Manager for presentation to the City Council.

Nominations for the 2019 GRC have been received in accordance with the representation schedule listed above. A list of the nominees is attached.

**Financial Considerations:** None.

**Legal Considerations:** None.

**Recommendation/Action:** It is recommended that the City Council approve appointments to the 2019 Grants Review Committee and authorize the City Manager to appoint replacements, in the event that appointees are unable to fulfill the obligation.

**Attachment:** 2019 Grants Review Committee Nominee List.

**2019 GRANTS REVIEW COMMITTEE  
NOMINEE LIST**

**Small Business**

Doug Waterbury

**Large Business**

Keturah Austin

**District Advisory Boards**

I       Tom Scanlon  
II       Mike Heldstab  
III       Jared Cerullo  
IV       Jonathan McRoy  
V       Alissa Unruh  
VI       Matt Brown

**Sedgwick County**

Maggie Flanders

**United Way**

Patrick Hanrahan

**USD #259**

Melody Stuckey

**Wichita State University**

Misty Bruckner

**Wichita Independent Neighborhoods**

Beverly Domitrovic  
Janice Rich

**CONTRACTS & AGREEMENTS  
BLANKET PURCHASE ORDERS RENEWAL OPTIONS  
JANUARY 2019**

COMMODITY TITLE	EXPIRATION DATE	VENDOR NAME	DEPARTMENT	ORIGINAL CONTRACT DATES	RENEWAL OPTIONS REMAINING
Asbestos Abatement - Primary Contractor	1/31/2019	F & H Abatement Services, Inc.	Public Works & Utilities and MABCD	2/6/2018 - 1/31/2019	2 - 1 year options
Asbestos Abatement - Secondary Contractor	1/31/2020	Integrated Solutions, Inc. dba iSi Environmental Services	Public Works & Utilities and MABCD	2/6/2018 - 1/31/2019	1 - 1 year option
Cafeteria Concession Privileges - Wichita City Hall	1/31/2020	Premier Food Service, Inc. dba Premier Catering	Finance	2/1/2015 - 1/31/2016	Last option
Collection of Delinquent Court Fines - Primary Contractor	1/31/2020	Gila LLC dba Municipal Services Bureau	Municipal Court	2/1/2018 - 1/31/2019	3 - 1 year options
Collection of Delinquent Court Fines - Secondary Contractor	1/31/2020	Perdue Brandon Fielder Collins & Mott LLP	Municipal Court	2/1/2018 - 1/31/2019	3 - 1 year options
Liquid Phosphate	1/31/2020	Carus Corporation	Public Works & Utilities	2/1/2017 - 1/31/2018	Last option
Media Planning & Buying Search Engine Optimization and Social Media Management Services - Airport	1/31/2020	Copp Media Services, Inc.	Airport Authority	2/27/2018 - 1/31/2019	3 - 1 year options
Media Planning & Buying Search Engine Optimization and Social Media Management Services - Various Departments Boards & Agencies	1/31/2020	Copp Media Services, Inc.	Various	1/23/2018 - 1/31/2019	3 - 1 year options
Medical Bill Review Services	1/31/2020	CorVel Corporation	Finance	2/1/2015 - 1/31/2016	Last option
Mow, Edge & Trim Scattered Sites & Vacant Lots	1/31/2019	Mid-States Property Maintenance	Housing & Community	2/1/2016 - 1/31/2017	Last option
Mow, Edge, Trim Housing Complex & Office Property	1/31/2019	Jacob Crowley dba 4 Seasons Management	Housing & Community Services	2/1/2016 - 1/31/2017	Last option
Predco Saddles and Saddle Tees	1/31/2020	Wichita Winwater Works Co.	Public Works & Utilities	2/1/2017 - 1/31/2018	Last option
Security Services for Public Parking Locations	1/31/2020	Total Security Solutions, LLC dba Signal 88 Security of Wichita	City Manager's Office	1/23/2017 - 1/23/2018	Last option
Sewer High Pressure Cleaning Hoses	1/31/2020	Key Equipment and Supply Company	Public Works & Utilities	2/1/2018 - 1/31/2019	1 - 1 year option
Stakes, Paddles and Wedges	1/31/2020	J & S Wood Enterprises, Inc.	Public Works & Utilities	2/1/2017 - 1/31/2018	Last option
Street Light Maintenance & Repair (City Owned)	1/31/2020	Phillips Southern Electric Co., Inc.	Public Works & Utilities	2/1/2017 - 1/31/2018	Last option
Uniforms and Uniform Equipment Accessories Management Program (Web Based Uniform Purchase Program)	1/31/2020	Galls, LLC	Police & Airport	2/15/2016 - 1/31/2017	1 - 1 year option
Waste - Infectious Container Disposal/Pickup	1/31/2020	Kansas Medical Waste Service, LLC	Police	3/27/2017 - 1/31/2018	2 - 1 year options

**PROFESSIONAL CONTRACTS UNDER \$50,000  
JANUARY 2019**

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		



**ANNUAL MAINTENANCE CONTRACTS OVER \$50,000  
DIRECT PURCHASE ORDERS FOR JANUARY 2019**

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		

City of Wichita  
City Council Meeting  
February 12, 2019

**TO:** Mayor and City Council

**SUBJECT:** Catholic Charities, Inc. Park Land Donation, 37th St. N. and Womer, Michener School - Sherwood Glen (District VI)

**INITIATED BY:** Department of Park & Recreation

**AGENDA:** New Business

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**Recommendation:** Accept the donation, approve the agreements and authorize the necessary signatures.

**Background:** The former USD 259 Michener School site located at 2235 W. 37th St. N. is being sold to Catholic Charities, Inc. (CCI), who intend to use it for an adult day care facility. From 1985 until recently the site was leased from the school district by the City and used for law enforcement training. In 2000 the Sherwood Glen Neighborhood Association (SGNA) raised matching funds for the installation of a neighborhood playground on the site, which was jointly installed and maintained by USD 259, the Park & Recreation Department (P&R) and the Wichita Police Department (WPD). It has been a popular and well-used picnic and play space for SGNA and the surrounding area. After WPD moved out of the building in 2018 and vacated the site, the City terminated the lease with USD 259 and relinquished the City's involvement with the property

**Analysis:** SGNA is interested in continuing to have a public play and picnic area at this site, and has been in contact with the CCI and P&R to discuss possible options. The existing play/picnic area located to the south of the parking lot will be needed for the care facility, but CCI is willing to dedicate open, unimproved land for a new public park to the west of the parking lot. A Kansas Special Warranty Deed has been prepared which formalizes this agreement.

In the short-term, CCI has agreed to lease the existing playground to the City for a period of one year, and reimburse up to \$5,000 for playground maintenance expenses. It is hoped that this temporary lease will allow the City time to identify funding for a new park/playground and the associated maintenance costs on the unimproved site. CCI will also provide parking lot access and parking as long as the City owns the dedicated park land.

A Kansas Special Warranty Deed, Playground Lease and Surface Parking Lease have been prepared, which formalizes these agreements. If approved, CCI will execute these documents upon acquisition of the property.

**Financial Considerations:** The unimproved land will be dedicated to the City. However, there are no funds currently included in the Capital Improvement Program to construct park/playground facilities at that site, and no operating budget for long-term maintenance.

**Legal Considerations:** The Law Department has reviewed and approved the Special Warranty Deed, Playground Lease and Surface Parking Lease as to form.

**Recommendation:** It is recommended that the City Council accept the donation, approve the agreements and authorize the necessary signatures.

**Attachment:** Site Map, Special Warranty Deed, Playground Lease, Surface Parking Lease.

# Site Map

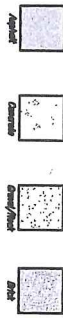




# EXHIBIT

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A



**LEGAL DESCRIPTION:**  
All that part of Government Lot 1 in the Northwest Quarter of Section 31, Township 28 South, Range 1 East of the 6th P.M., Sedgewick County, Kansas, lying East of the Eastern right of way of K-96 highway except beginning at a point at the intersection of the North line of said Lot 1 and the East right of way of said highway, said point being 384.16 feet East of the Northwest corner of Government Lot 1; thence East 174.08 feet thence South at right angles 216.9 feet to the right of way of said highway thence Northwest along said right of way to the place of beginning, also except beginning at the intersection of the Eastern right of way of K-96 highway with the East line of said Lot 1; thence North 150 feet, thence West at right angles 114.42 feet to the right of way or said highway thence Southeast to the place of beginning, and except the North 50 feet thereof also except that part taken for highway in District Court Case 77-C-323

316 BENCHMARK  
17' Chisum  
Elevation=1531.89  
(MAY 1993)

N WOMER ST (Public Right of Way)

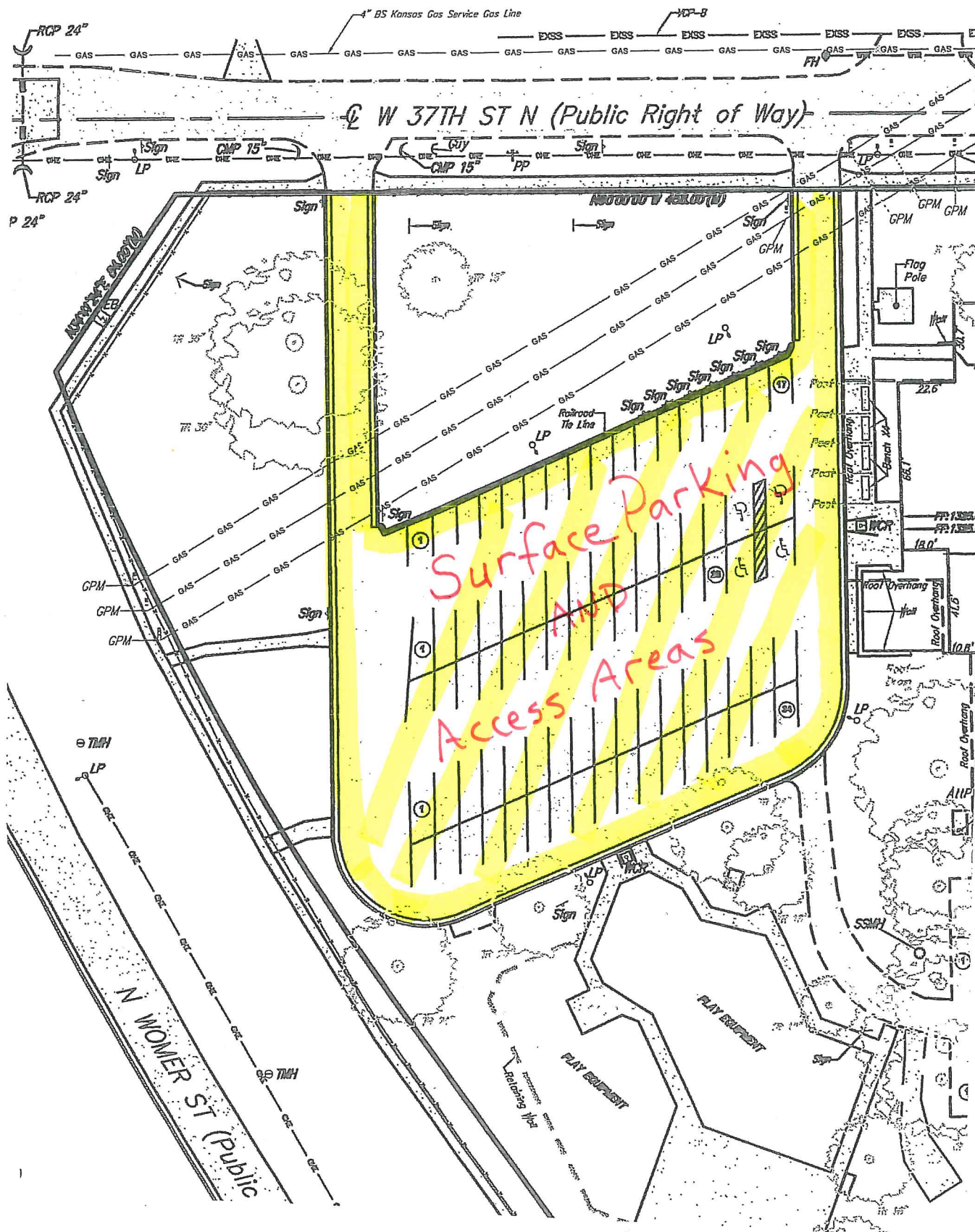
W 37TH ST N (Public Right of Way)

Owner's  
Property



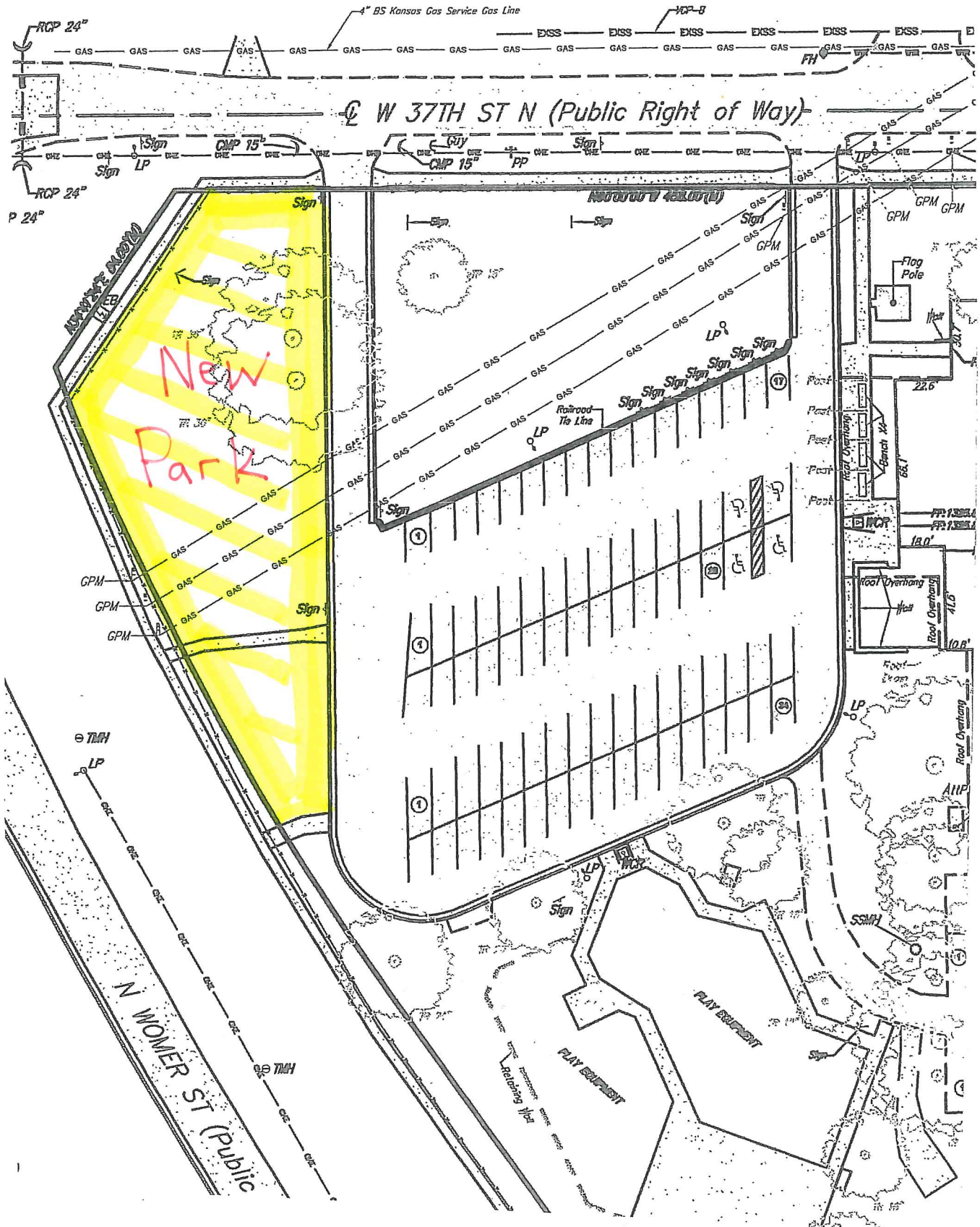
# EXHIBIT

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# EXHIBIT

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## SURFACE PARKING LEASE

THIS SURFACE PARKING LEASE ("Agreement"), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in Wichita, Sedgwick County, Kansas

BY AND BETWEEN

Catholic Charities, Inc., a Kansas nonprofit corporation  
Hereinafter referred to as "CCI"

AND

City of Wichita, Kansas, a municipal corporation  
Hereinafter referred to as "City"

### RECITALS:

A. CCI is the owner of certain real property (formerly the Michener Elementary School site) generally located at the southeast corner of the intersection of West 37<sup>th</sup> Street North and North Womer Street in Wichita, Sedgwick County, Kansas ("CCI's Property"), legally described and depicted on Exhibit "A" hereto; and

B. CCI's Property includes a surface parking area containing driving corridors and striped parking spaces for automobiles and other vehicles and, at the present time, two (2) access roads extending to and from West 37<sup>th</sup> Street North ("Surface Parking and Access Areas") depicted on Exhibit "B" hereto; and

C. Currently, City is leasing from CCI, pursuant to a Playground Lease of even date herewith (the "Playground Lease") an existing playground area ("Existing Playground") within CCI's Property on a temporary basis until the Playground Lease expires or is terminated; and

D. On the date hereof, CCI has conveyed to the City land contiguous to the western boundary of the Surface Parking and Access Areas on which the City shall construct a new public park, including a playground with play equipment for use by children and youth and their families ("New Park"), which land is legally described and depicted on Exhibit "C" hereto; and

E. The New Park shall be used as a public playground park which shall be open to the public in lieu of the Existing Playground, which may be closed upon the expiration, or termination, of the Playground Lease; and

F. City has requested, and CCI has agreed, to grant City, its employees and contractors, and persons in the public utilizing the Existing Playground and New Park (collectively, "Parking Beneficiaries"), the right to access and park within the ten (10) western-most parking spaces of the Surface Parking and Access Areas ("Public Parking Area").

NOW THEREFORE, for good and valuable consideration, the parties do hereby agree as follows:

### 1. TERM; USE.

- a. Grant and Term. CCI hereby leases to City, and City hereby leases from CCI, the Public Parking Area so long as the City owns the New Park, commencing on the date hereof (the "commencement date"). The lease granted hereunder includes access to and from the Public Parking Area by way of an access road currently, or the future, existing to and from the Surface Parking and Access Areas and West 37<sup>th</sup> Street North as described in the RECITALS

above. CCI reserves the right to change and reconfigure the Surface Parking and Access Areas, including the Public Parking Area and the existing access roads, in its discretion, and may remove the westerly existing accessway, in which instance only the eastern access road may be used hereunder. It is intended that the Public Parking Area and access thereto granted hereunder shall run with the land so long as the City owns the New Park.

- b. Use. The Parking Beneficiaries shall use the Public Parking Area solely for parking automobiles and vehicles while using the Existing Playground or New Park. The Parking Beneficiaries shall not park automobiles or vehicles within the Surface Parking and Access Area outside the Public Parking Area at any time.
- c. Condition. Having had a full opportunity to inspect the same prior to the execution hereof, City accepts the Public Parking Area in its current condition "AS IS, WHERE IS, WITH ALL FAULTS."

2. RENTAL; NOTICES.

- a. Rent. City is not required to pay any rent to CCI hereunder.
- b. CCI's and City's Address.
  - (1) The notices from CCI to the City hereunder shall be taken to or mailed to City at the following address: Property Management, 455 North Main, 12<sup>th</sup> Floor, Wichita, Kansas 67202, or to such other person or corporation, or at such other place, as City shall designate in writing to CCI from time-to-time.
  - (2) Notices from the City to CCI hereunder shall be taken or mailed to CCI at the following address: 437 N. Topeka, Wichita, Kansas 67202, or to such other person or corporation, or at such other place, as CCI shall designate in writing to City from time-to-time.

3. CITY'S LIABILITY INSURANCE. With respect to the Public Parking Area, City shall, at City's sole cost and expense, obtain and keep in force at all times during the term of this Agreement, comprehensive general liability insurance, including property damage, personal injury and death, in the amount of at least Two Million Dollars (\$2,000,000.00) combined single limit, insuring CCI and its mortgage holder (if any), against any liability arising out of access over the Surface Parking and Access Areas, and use or parking of automobiles and vehicles on the Public Parking Area by the Parking Beneficiaries. Insurance required hereunder shall be primary and non-contributory to CCI's general liability policies. This may be provided by a self-insurance plan or a commercial general liability policy. City shall provide CCI a certificate or acceptable binder of insurance policies that evidences coverage of insurance as set forth above. In lieu of providing such insurance policy, City can provide proof of self-insurance to CCI. If self-insurance is provided, City agrees that such self-insurance shall provide the same coverage and protection to CCI, and its lender, if any, as is required to be provided under the insurance policy identified above.

4. MAINTENANCE, REPAIRS AND OTHER MATTERS.



- a. CCI's Responsibilities. CCI shall, at CCI's expense, perform the maintenance, repairs and replacements as are needed to maintain the integrity and surface of the Surface Parking and Access Areas.
- b. Rules. City agrees to comply with all reasonable rules and regulations which may be established from time to time by CCI, concerning access over the Surface Parking and Access Areas and parking automobiles and vehicles within the Public Parking Area, effective upon delivery of a copy thereof to City.

5. ALTERATIONS, ADDITIONS, IMPROVEMENTS; SIGNS.

- a. Alterations. Except as provided in Section 4.b. above, City may not make any alterations, additions or improvements within the Public Parking Area without the prior written consent of CCI, which may be withheld in CCI's sole discretion.
- b. Claims for Liens. City shall promptly pay, or cause to be paid, all contractors and materialmen so as to minimize the possibility of a lien attaching to the Public Parking Area by reason of labor, services or materials permitted under Section 5.a. above or otherwise performed by, or on behalf of, City, its agents, and employees. In the event any such lien is made or filed, City, within sixty (60) days of the filing thereof, shall cause the same to be discharged of record by payment, deposit, bond, or order of a court of competent jurisdiction. Nothing in this Agreement shall be deemed or construed in any way as constituting the consent or request of CCI, express or implied by inference or otherwise, to any contractor, subcontractor, laborer, or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration, or repair of the Public Parking Area or any part thereof, nor as giving City a right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanic's or materialman's lien against the Public Parking Area.
- c. Signs. City may install safety and informational signs within the Public Parking Area, subject to the prior written approval of CCI, which shall not be unreasonably withheld, at City's sole cost and expense. Such signs shall comply with applicable laws and ordinances, and City shall maintain, repair and replace the same in good appearance and condition at all times.

6. LIABILITY OF CCI AND CITY; INDEMNITY.

- a. Loss and Damage. All automobiles, vehicles and personal property of any kind or description whatsoever located in the Public Parking Area any time shall be at the sole risk of the owner(s) or user(s) thereof. CCI shall not be liable for any vandalism, damage, theft, or loss to any such automobiles, vehicles or personal property within the Surface Parking and Access Area, including the Public Parking Area, or from any cause whatsoever. Additionally, CCI shall not be responsible for any personal injury or death occurring on the Public Parking Area or the Surface Parking and Access Area.
- b. Indemnity. City shall defend, by counsel acceptable to CCI, indemnify and save harmless CCI of and from any and all fines, suits, claims, demands, liabilities, damages, losses, expenses, costs and actions of any kind, including reasonable legal fees and expenses, to the extent the same arise out of, directly or indirectly, the acts or omissions of City or City's

agents, employees or contractors, or the Parking Beneficiaries, and any claims, demands or proceedings brought by anyone, including Parking Beneficiaries, or the estates, administrators, heirs or assigns thereof, based on any events, circumstances or occurrences, or arising on or in connection with the Public Parking Area, the Playground, the New Park, or the access to and from such areas, including via CCI's Property.

7. QUIET POSSESSION. CCI agrees that so long as City fully complies with all of the terms, covenants and conditions herein contained on City's part to be kept and performed, City shall and may peaceably and quietly have, hold and enjoy its rights hereunder for the duration hereof. CCI covenants and represents that CCI has full right, title, power, and authority to make, execute and deliver this Agreement.
8. NOTICES. All notices to be given with respect to this Agreement shall be in writing. Each notice may be delivered in person, or may be sent by registered or certified mail, postage prepaid and return receipt requested, to the party to be notified at the address set forth herein or at such other address as either party may from time to time designate in writing. Every notice mailed shall be deemed to have been given three (3) days following the date it is deposited in the United States mail, or the date it is received, whichever is earlier.
9. ACCESS TO PUBLIC PARKING AREA. CCI and CCI's agents, employees and contractors shall have the right to enter upon the Public Parking Area for the purpose of inspecting the same in a manner which will not unreasonably interfere with the use of the Public Parking Area.
10. SUBLEASING AND ASSIGNMENT. City may not sublease the Public Parking Area or assign this Agreement. No attempted assignment or sublease shall relieve City from its obligations hereunder.
11. INSOLVENCY/DEFAULT. It is understood and agreed that the occurrence of any one of the following events shall constitute an event of default of this Agreement by City:
  - a. Insurance. Failure of City to maintain any of the insurance coverage required to be maintained by City hereunder.
  - b. Covenants. Failure of City to comply with any provision of this Agreement, excluding those defaults referenced in subsection 11.a. above, and such failure shall continue for thirty (30) days after receipt by City of written notice from CCI specifying the nature of non-compliance by City with reasonable particularity; provided, however, that if the nature of City's default is such that more than thirty (30) days are reasonably required for its cure, City shall not be in default if City immediately commences or has commenced such cure after receipt of said notice and thereafter diligently proceeds to cure such default as soon as reasonably possible.
  - c. General Assignment. The making of an assignment or general arrangement for the benefit of creditors by City.
  - d. Bankruptcy. The filing by City of a petition under any section or chapter of United States Bankruptcy Code (or a similar act or code of a foreign country) or any state (or province) thereof, or the failure of the dismissal, within one hundred twenty (120) days after the filing of an involuntary petition of bankruptcy or insolvency against City.

- e. Receiver. The appointment of a receiver or trustee for all or substantially all the assets of City under this Agreement, and such receivership shall not have been terminated or stayed within one hundred twenty (120) days after such appointment.
12. REMEDIES IN EVENT OF DEFAULT. It is understood and agreed that upon the occurrence of any event of default described in paragraph 12 hereof, CCI shall have the option to do any one or more of the following without any further notice or demand:
- a. Terminate the Agreement in which event CCI shall have the right to re-enter the Public Parking Area and, if City fails to surrender and deliver the Public Parking Area, then CCI shall have the right to dispossess City and all other Parking Beneficiaries by summary proceedings upon ten (10) days prior written notice without prejudice to any other remedy, which CCI may have.
  - b. A waiver by CCI of a breach or default by the City under the terms and conditions of this Agreement shall not be construed to be a waiver of any subsequent breach or default or of any other term or condition of this Agreement, and the failure of CCI to assert any breach or to declare a default by the other party shall not be construed to constitute a waiver thereof so long as such breach or default continues unremedied.
  - c. CCI may periodically sue to recover damages during the period corresponding to the remainder of the term of this Agreement, and no action for damages shall bar a later action for damages subsequently occurring.
  - d. The remedies as set forth and available to CCI because of the default of City, shall be in addition to and shall not exclude any other remedy available to CCI under this Agreement or applicable law and equity.
13. MISCELLANEOUS.
- a. Relationship of the Parties. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship principal and agent or of a partnership or joint venture between the parties hereto, it being understood and agreed that no other provision contained herein, nor any acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of CCI and City.
  - b. Binding Effect of Agreement. The covenant, agreements and obligations herein contained shall extend to and bind and inure to the benefit of the parties hereto and their respective successors and assigns.
  - c. Entire Agreement. This Agreement contains the entire agreement of the parties hereto and no modification or amendment shall be effective unless evidenced by a subsequent written agreement duly executed by the CCI and the City.
  - d. Memorandum of Agreement. This Agreement shall not be recorded but it is agreed that, upon request by either party, the parties will execute a memorandum of agreement which may be recorded by either party.

- e. Headings. The section headings of this Agreement are inserted only for reference and in no way define, limit, or described the scope or intent of this Agreement nor affect its terms and provisions.
- f. Termination. Upon termination of this Agreement, whether by expiration of the term or otherwise, City shall peaceably yield unto CCI the Public Parking Area.
- g. Governing Law. This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of Kansas.
- h. Definition of Terms. Wherever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
- i. Time of the Essence. Time is of the essence in all provisions of this Agreement.
- j. Estoppel Certificate. CCI and City shall execute and deliver to the other, within thirty (30) days after written request from either, a written certificate stating, if true, that as of the date of such certificate: (1) the Agreement is in full force and effect and has not been assigned, modified or amended (or, if it has, then specifying the dates and terms of any such assignment or amendment), (2) the Agreement constitutes the full agreement between the parties, (3) CCI or City (as applicable) is not in default under the Agreement and the other party to the Agreement is not in default to the knowledge of the party making such statement or, if such is not the case, stating the nature of the default, (4) the commencement date, the expiration date, and (5) such other reasonable matters as the requesting party may desire.
- k. Severability. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- l. Subordination to Mortgages. This Agreement is and shall remain subject and subordinate to all present and future mortgages, now or hereafter made, and to any and all present and future extensions, modifications, consolidations, replacements and renewals thereof. The subordination provisions of this Section shall be self-operating and no further instrument shall be required. However, City shall execute such instruments, from time to time, as CCI may require, to subordinate City's rights and interests concerning the Public Parking Areas and Surface Parking and Access Areas, to any present or future mortgages.

IN WITNESS WHEREOF, the parties herein have caused this Agreement to be executed as of the date and year first above written.

“CCI”

Catholic Charities, Inc.

By: \_\_\_\_\_  
Name: Wendy Glick  
Title: President

“CITY”

City of Wichita, Kansas.

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

**EXHIBIT “A”**

CCI’s Property

**EXHIBIT “B”**

Surface Parking and Access Areas

**EXHIBIT “C”**

New Park



**EXHIBIT “D”**

Public Parking Area

**City of Wichita  
City Council Meeting  
February 12, 2019**

**TO:** Mayor and City Council

**SUBJECT:** Funding for Naftzger Park Storm Water Retention (District I)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendation:** Approve the new and revised budgets and adopt the amending and new resolutions.

**Background:** Naftzger Park currently has a small pond that acts as a storm water retention facility during rain events. Proposed improvements to Naftzger Park will eliminate the pond and all available storm retention. The project does not include funding for replacing the retention capacity.

**Analysis:** With the elimination of the existing pond, underground on-site storage is necessary to prevent a negative impact on the area storm sewer system and the surrounding developments during rain events.

**Financial Considerations:** Currently, the Stormwater Utility does not have funding available for these improvements. Staff proposes transferring \$115,000 in General Obligation bond funding from the Douglas Underpass project. Funding is available for transfer due to the scope of project being adjusted to remove some the structural repairs and the abutment treatment after discussion with the railroad were not successful. The removal of this work saved approximately \$400,000. Staff requested waiver of City Council Policy No. 2 regarding the use of projects savings to allow this transfer of funds. The total budget for the stormwater retention facility would be \$115,000 and the revised budget for Douglas Underpass would be \$1,985,000.

**Legal Considerations:** The Law Department has reviewed and approved the new and amending resolutions as to form.

**Recommendation/Actions:** It is recommended that the City Council approve the new and revised budgets, and adopt the new and amending resolutions and authorize the necessary signatures.

**Attachments:** New and amending resolutions, and new and revised budget sheets.

SECOND READING ORDINANCES FOR FEBRUARY 12, 2019 (FIRST READ FEBRUARY 5, 2019)

a. ORDINANCE NO. 50-924

AN ORDINANCE AMENDING SECTIONS 4.5.020, 4.5.190, 4.6.010, 4.6.020, 4.6.060, DELETING SECTIONS 4.5.230, 4.5.240, 4.5.270, 4.5.290, 4.6.070, 4.6.090, 4.7.090 AND REPEALING THE ORIGINALS OF SECTIONS 4.5.020, 4.5.190, 4.5.230, 4.5.240, 4.5.270, 4.5.290, 4.6.010, 4.6.020, 4.6.060, 4.6.070, 4.6.090, 4.7.090 OF THE WICHITA/SEDGWICK COUNTY UNIFIED BUILDING AND TRADE CODE.

City of Wichita  
City Council Meeting  
February 12, 2019

**TO:** Mayor and City Council

**SUBJECT:** SUB2018-00025 -- Plat of Country Hollow 2<sup>nd</sup> Addition Located East of South 127<sup>th</sup> Street East, South of East US-54/400 Highway (East Kellogg) (District II)

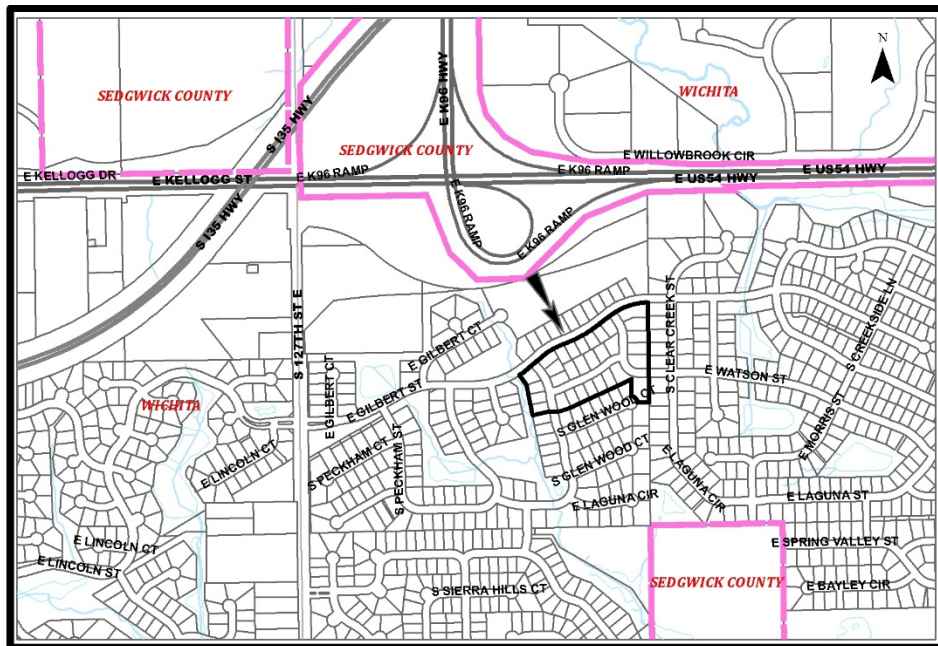
**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

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**MAPC Recommendation:** Approve the plat (12-0).

**Staff Recommendation:** Approve the plat.



**Background:** The site consists of 35 lots on 11.22 acres zoned Single-Family Residential (SF-5).

**Analysis:** The applicant has submitted a Certificate of Petition for sewer, water, drainage and paving improvements.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

**Financial Considerations:** There are no financial considerations associated with the plat.

**Legal Considerations:** The Law Department has reviewed and approved the document as to form and the document will be recorded with the Register of Deeds.

**Recommendations/Actions:** It is recommended that the City Council approve the document and plat and authorize the necessary signatures.

**Attachment:** Certificate of Petition

# CERTIFICATE

I, Kevin Mullen, President of Country Hollow, LLC, a Kansas limited liability company, as Manager of Ritchie Development Corporation, LLC, a Kansas corporation, owner and platfor of Country Hollow Second Addition, do hereby certify that petitions for the following improvements have been submitted to the City Council of Wichita, Sedgwick County, Kansas;

1. Paving Petitions (2) (\$263,000.00, \$130,000.00)
2. Sanitary Sewer Lateral Petitions (2) (\$144,000.00, \$65,000.00)
3. Water Distribution Petitions (2) (\$84,000.00, \$74,000.00)
4. Drainage Petitions (2) (\$187,000.00, \$111,000.00)

As a result of the above mentioned petitions for improvements, lots within Country Hollow Second Addition may be subject to special assessments assessed thereto for the cost of constructing the above described improvements.

Signed this 18 day of January, 2019.

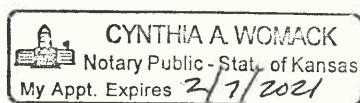
**COUNTRY HOLLOW, LLC,**  
**a Kansas limited liability company**  
**By: Ritchie Development Corporation, LLC,**  
**a Kansas corporation, Manager**

By: [Signature]  
Kevin Mullen, President

Sedgwick County ) SS  
State of Kansas )

Be it remembered that on this 18 day of January, 2019, before me a Notary Public in and for said State and County, came Kevin Mullen, President of Country Hollow, LLC, a Kansas limited liability company, as Manager of Ritchie Development Corporation, LLC, a Kansas corporation, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.

(SEAL)



Notary Public: [Signature]

My Appointment Expires: February 7, 2021

Agenda Item No. II-12

City of Wichita  
City Council Meeting  
February 12, 2019

**TO:** Mayor and City Council

**SUBJECT:** VAC2018-00030 – Vacation of East-West Alley (District VI)

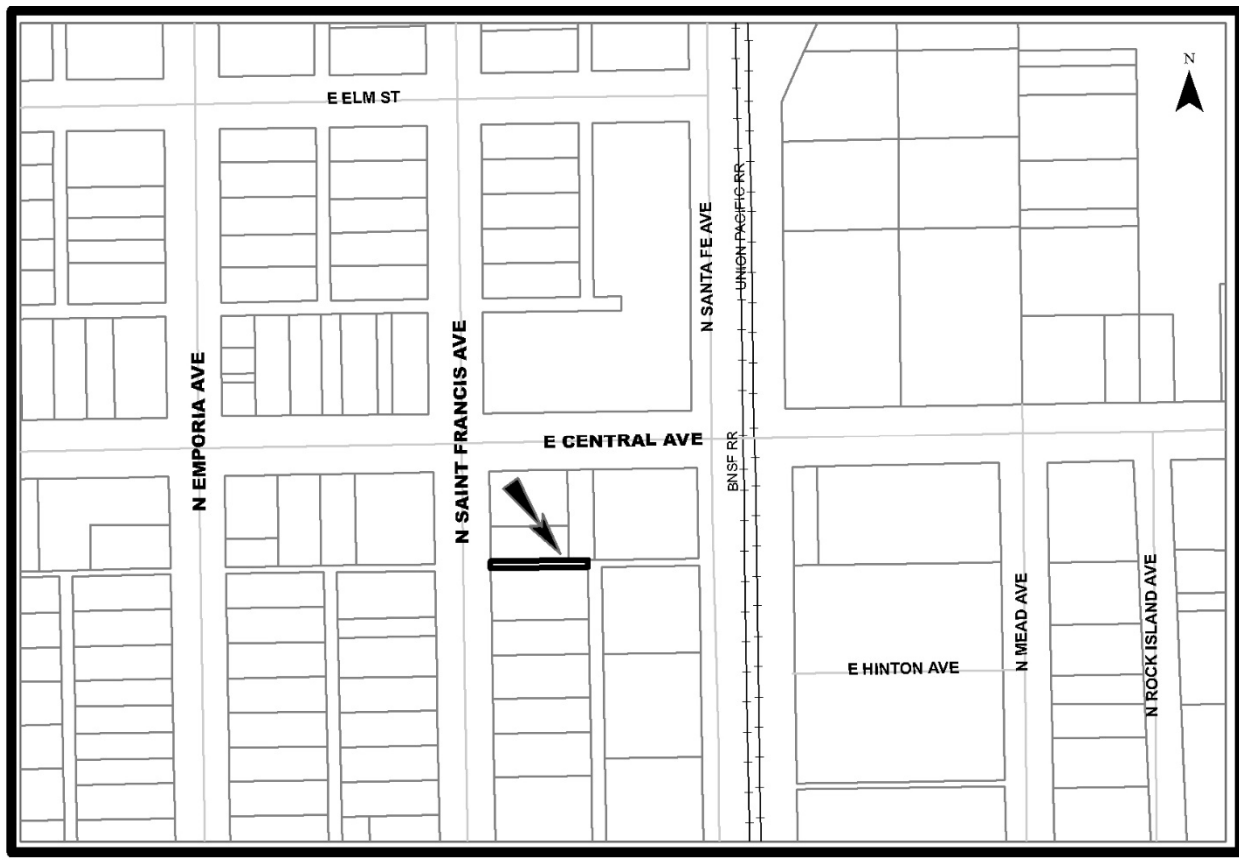
**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

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**MAPC Recommendation:** The Metropolitan Area Planning Commission recommends approval of the vacation request (13-0).

**Staff Recommendation:** Staff recommends approval of the vacation request.



**Background:** The applicant is requesting the vacation of the platted east-west 10-foot wide alley abutting the south sides of Lots 33-39 (odd) Block Central and the north side of Lot 83, Block 4th now Saint Francis, J R Meads Addition. No property will be denied access to public street right-of-way if the vacation is approved. There is a sewer line located in the alley. The vacated portion of the platted alley will need to be dedicated as a 10-foot wide utility easement. Cox Communications and Westar had no objections with this vacation. J R Meads Addition was recorded with the Register of Deeds September 26, 1870.

**Analysis:** The Metropolitan Area Planning Commission (MAPC) voted (13-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting.

**Financial Considerations:** All improvements are to City standards and at the applicant's expense.

**Legal Considerations:** The Law Department has reviewed and approved, as to form, the Vacation Order. The Law Department concurs that the approval of the Vacation Order is in accordance with City policy. The original Vacation Order will be recorded with the Sedgwick County Register of Deeds.

**Recommendation/Actions:** It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order (simple majority of four votes required) and authorize the necessary signatures.

**Attachments:**

- Vacation Order
- Quit Claim Deed
- Utility Easement



**IN THE MATTER OF THE VACATION OF AN  
EAST- WEST ALLEY**

**VAC2018-00030**

**MORE FULLY DESCRIBED BELOW**

NOW on this 12<sup>th</sup> day of February, 2019, comes on for hearing the petition for vacation filed by Erdman Properties, L.L.C. (owner), praying for the vacation of described portion of a platted Alley, to-wit:

All of the platted 10-foot Alley adjoining on the north of Lot 83, on Fourth, now St. Francis Avenue, in J.R. Mead's Addition to the City of Wichita, Sedgwick County, Kansas, provided however, City of Wichita shall retain a utility easement in the vacated 10-foot Alley.

1. That due and legal notice has been given by publication, as required by law, in The Wichita Eagle on November 29, 2018, which was at least 20 days prior to the public hearing.

3. A Quit Claim Deed and Utility Easement by separate instruments will be recorded following the Vacation Order at the Register of Deeds of Sedgwick County.

February 12, 2019  
VAC2018-00030

5. No written objection to said vacation has been filed with the City Clerk by any owner or adjoining owner who would be a proper party to the petition.

6. The vacation of the described portion of a platted Alley should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 12<sup>th</sup> day of February, 2019, ordered that the described portion of a platted Alley is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall send this original Vacation Order to the Register of Deeds of Sedgwick County.

\_\_\_\_\_  
Jeff Longwell, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

Approved as to Form:

\_\_\_\_\_  
Jennifer Magana, City Attorney and Director of Law

MAIL TAX STATEMENT TO:  
611 E. Central Ave.,  
Wichita, KS 67202

## QUIT CLAIM DEED

Grantor: Erdman Properties, L.L.C., a Kansas limited liability company.

Convey(s) and Quitclaim(s) to Erdman Properties, L.L.C., a Kansas limited liability company.  
("Grantee") The following described property, (the "Property):

The south 50 feet of Lots 33, 35, and 37, on Central Avenue, and the north  $\frac{3}{4}$  of Lot 83, on Fourth, now St. Francis Avenue, all in J.R. Mead's Addition to the City of Wichita, Sedgwick County, Kansas,

TOGETHER WITH


All of the platted 10-foot Alley adjoining on the north of Lot 83, on Fourth, now St. Francis Avenue, in J.R. Mead's Addition to the City of Wichita, Sedgwick County, Kansas, being vacated by Vacation Order recorded on Doc.#/Flm-PG: 29\_\_\_\_\_.

For the sum of One Dollar and other good and valuable consideration.

Subject to: Any plat, easements, restrictions, and other matters of record.

Dated this 14<sup>th</sup> day of January, 2019.

Erdman Properties, L.L.C.,  
a Kansas limited liability company

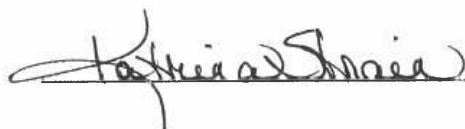
  
Fred Erdman, Managing Partner

STATE OF KANSAS, SEDGWICK COUNTY} ss.

This instrument was acknowledged before me on this 14<sup>th</sup> day of January, 2019,  
by Fred Erdman, Managing Partner, Erdman Properties, L.L.C., a Kansas limited liability company, for  
and on behalf of said company.

(seal)



  
Notary Public

My appointment Expires: 8.12.22

*NOTE: This Deed is filed to merge the following Sedgwick County Tax Identification Number: Pin No. 118772 and such number(s) created by the vacation of the Alley referenced above.*

*Exempt from Sales Validation Questionnaire  
Pursuant to K.S.A. 1991 Supp. 79-1437e (3)*

### UTILITY EASEMENT

THIS EASEMENT made this 14<sup>th</sup> day of January, 20 19  
by and between Erdman Properties, L.L.C., a Kansas limited liability company

(Property Owner(s) and/or Company)

Grantor and the City of Wichita, Kansas, a municipal corporation, Grantee.

WITNESSETH: That the Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the Grantee or the franchised utility entity a perpetual easement for the purpose of constructing, operating, maintaining, and repairing all public and/or franchised utilities, and any appurtenances thereto, over, along and under the following described real estate situated in Sedgwick, County, Kansas to wit:

#### 'Exhibit A'

And said Grantee and/or agents of the franchised utilities are hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such utility, and any appurtenances thereto.

IN WITNESS WHEREOF: The said Grantor has signed this document the day and year first written.  
Erdman Properties, L.L.C., a  
Kansas limited liability company

  
Fred Erdman, Managing Partner

State of KANSAS

County of SEDGWICK

} ss.

This instrument was acknowledged before me on January 14, 2019  
by Fred Erdman,  
as Managing Partner of Erdman Properties, L.L.C., a Kansas limited liability company

(seal)



Katrina Strain  
Notary Public  
My Commission expires: 8.12.22

Reviewed and approved by the City Engineer:

for Julianne Kellman  
Gary Janzen, PE

## **EXHIBIT A**

All of the platted 10-foot Alley adjoining on the north of Lot 83, on Fourth, now St. Francis Avenue, in J.R. Mead's Addition to the City of Wichita, Sedgwick County, Kansas, vacated by Vacation Order recorded on Doc.#/Flm-PG: 29 \_\_\_\_\_.